

## MATERIAL SUPPORTING THE AGENDA

Volume XXIIIa

September 1975 - December 1975

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on September 12, October 24, and December 12, 1975.

The material is divided according to the Standing Committees and the meetings that were held and is submitted on three different colors, namely:

- (1) white paper - for the documentation of all items that were presented before the deadline date
- (2) blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents, Chancellor, and Deputy Chancellor
- (3) yellow paper - emergency items distributed at the meeting

Material distributed at the meeting as additional documentation is not included in the bound volume, because sometimes there is an unusual amount and other times maybe some people get copies and some do not get copies. If the Secretary were furnished a copy, then that material goes in the appropriate subject folder.



**BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM**

Material Supporting

**Agenda**

Meeting Date: ..... **December 12, 1975** .....

Meeting No.: ..... **737** .....

Name: ..... *Official Copy* .....

STUDENT REPRESENTATIVES

U. T. DALLAS

Mr. Glen Perser  
President of Student Congress

Mr. Richard ~~Hos~~man  
Parliamentarian of Student Congress

U. T. EL PASO

Mr. James Corral, President of Student Association

U. T. AUSTIN

Miss Carol Crabtree, President of Students' Association  
Mr. Lynn Breeland, Vice-President of Students' Association  
Mr. David Harrison, Student Senator from School of Architecture

UTPB

Miss Debbie Pressley, Pres. Student Council  
Mr. David Brown

UTMB

Greg Blackley, Pres. of Student Govt  
Eric Undesser, Chairman of Senate  
Sta. Govt., Grad. Student Phd

John Osbomer  
Chuck Dworsky

BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM  
  
CALENDAR

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

Friday, December 12, 1975. --The order of the meeting is set out below:

9:00 a. m. Meeting of the Board

Committee Meetings  
System Administration Committee  
Academic and Developmental Affairs  
Committee  
Buildings and Grounds Committee  
Medical Affairs Committee  
Land and Investment Committee  
Committee of the Whole  
Open Session  
Executive Session

Meeting of the Board

Telephone Numbers

Offices:

Regent McNeese	225-1551
Regent Sterling	228-0391
President Berry	792-4975
President Clark	792-3000

Hotel:

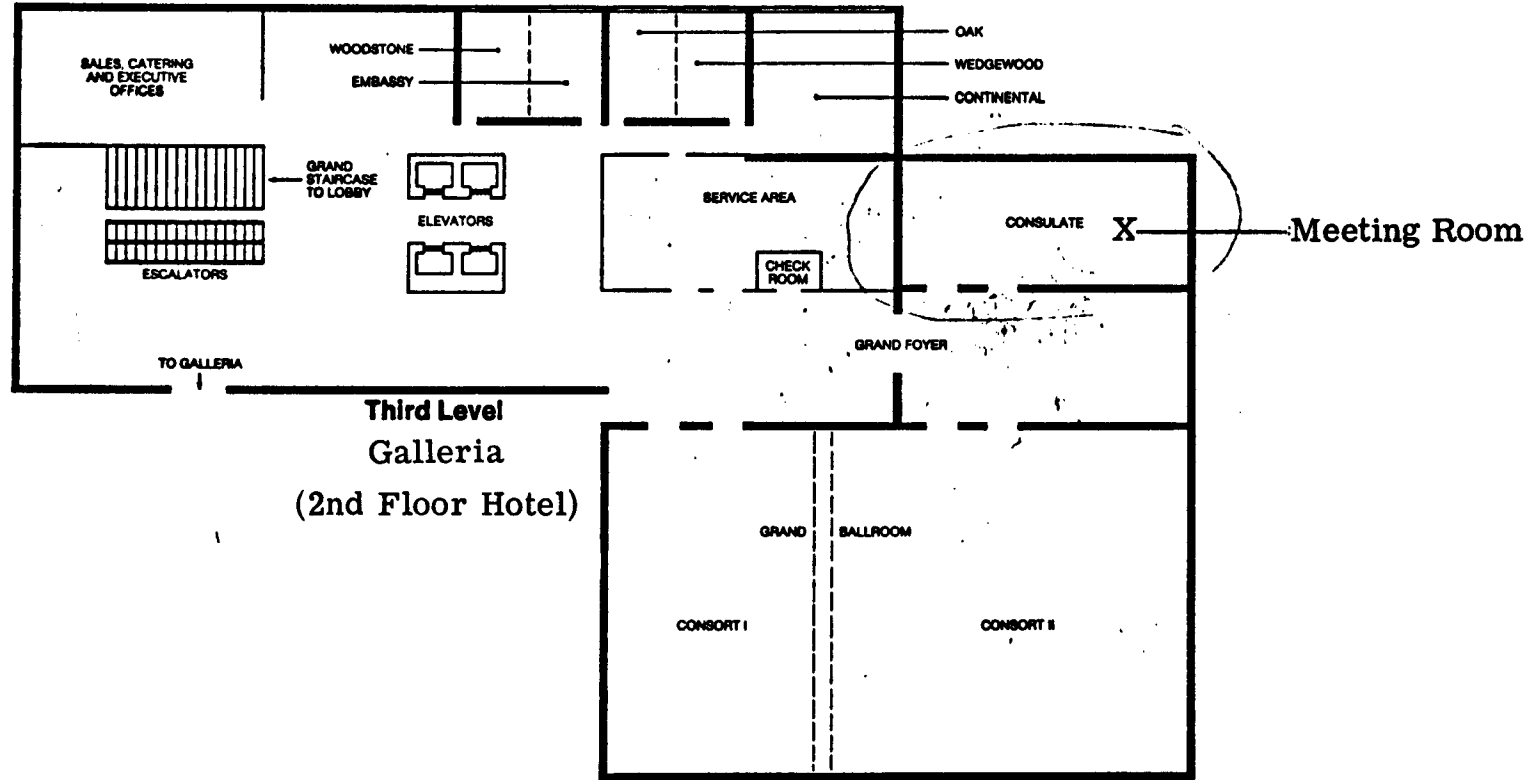
Houston Oaks Hotel	623-4300
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Airlines:

Braniff International	621-3111
Continental	524-4711
Texas International	224-6833
Hobby Airport	643-4311



# Complete facilities for any kind of meeting.



←--- To Coffee Shop

REST ROOMS

**Meeting of  
the Board**



AGENDA FOR MEETING  
of  
BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM

Chairman Shivers, Presiding

Date: December 12, 1975

Time: 9:00 a. m.

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

- A. CALL TO ORDER
- B. APPROVAL OF MINUTES OF REGENTS' MEETING HELD  
OCTOBER 24, 1975
- C. RECESS FOR MEETINGS OF COMMITTEES
  - 1. System Administration Committee - Committee  
Chairman Williams
  - 2. Academic and Developmental Affairs Committee -  
Committee Chairman (Mrs.) Johnson
  - 3. Buildings and Grounds Committee - Committee  
Chairman Bauerle
  - 4. Medical Affairs Committee - Committee Chairman  
Nelson
  - 5. Land and Investment Committee - Committee  
Chairman Clark
  - 6. Committee of the Whole
    - a. Open Session
    - b. Executive Session. --The Board of Regents will  
resolve into Executive Session of the Committee  
of the Whole pursuant to V. T. C. S. , Article  
6252-17, Sections 2 (e), (f) and (g) to discuss:
      - (1) Acquisition of Real Property
      - (2) Pending and Contemplated Litigation
      - (3) Personnel Matters

**System Administration  
Committee**

**SYSTEM ADMINISTRATION COMMITTEE**  
Committee Chairman Williams, Presiding

Date: December 12, 1975

Time: Following the 9:00 a. m. Session of the Board of Regents

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

Page  
SAC

U. T. Arlington, U. T. Austin, U. T. Dallas,  
U. T. El Paso, U. T. Permian Basin, Dallas  
Health Science Center and its Dallas South-  
western Medical School, Galveston Medical  
Branch (Galveston Medical School), Houston  
Health Science Center and its Houston Medical  
School and Houston Dental Branch, San Antonio  
Health Science Center (San Antonio Dental School)  
and University Cancer Center: Amendments to  
the 1974-75 and 1975-76 Budgets (2-B-76)

Below

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Submitted for formal approval are the following recommendations of  
System Administration:

U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. Permian Basin, Dallas Health Science Center and its Dallas Southwestern Medical School, Galveston Medical Branch (Galveston Medical School), Houston Health Science Center and its Houston Medical School and Houston Dental Branch, San Antonio Health Science Center (San Antonio Dental School) and University Cancer Center: Amendments to the 1974-75 and 1975-76 Budgets (2-B-76). --It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that the amendments to the 1974-75 and 1975-76 Budgets for The University of Texas at Arlington, The University of Texas at Austin, The University of Texas at Dallas, The University of Texas at El Paso, The University of Texas of the Permian Basin, The University of Texas Health Science Center at Dallas and its Dallas Southwestern Medical School, The University of Texas Medical Branch at Galveston (Galveston Medical School), The University of Texas Health Science Center at Houston and its Houston Medical School and Houston Dental Branch, The University of Texas Health Science Center at San Antonio (San Antonio Dental School) and The University of Texas System Cancer Center (Pages SAC 2-12 ) be approved.

THE UNIVERSITY OF TEXAS AT ARLINGTON  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
3.	Auxiliary Enterprises - U. T. Arlington Tennis Center			
	Transfer of Funds	From: Unappropriated Balance via Estimated Income from Fees	To: U. T. Arlington Tennis Center - Wages \$ 5,000 Maintenance and Operation 1,000 Unallocated 1,000	
	Amount of Transfer	\$ 7,000	<u>\$ 7,000</u>	---

To set up the budget for the U. T. Arlington Tennis Center. The Center will be open 68 hours per week for recreational purposes. Funds are available from Estimated Income from fee charged for use of Center.

THE UNIVERSITY OF TEXAS AT AUSTIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
6.	David F. Brower Fusion Research Center	Assistant Director - Engineering and Technology	Assistant Director - Engineering and Technology	
	Salary Rate	\$ 40,588 (1974-75)	\$ 43,384	9/1-12/31
	Source of Funds: ERDA Contract			
7.	David W. Ross Fusion Research Center	Assistant Director - Theoretical Programs	Assistant Director - Theoretical Programs	
	Salary Rate	\$ 30,688 (1974-75)	\$ 32,801	9/1-12/31
	Source of Funds: ERDA Contract			
8.	Alan B. Macmahon Fusion Research Center	Research Program Manager	Research Program Manager	
	Salary Rate	\$ 25,070 (1974-75)	\$ 27,739	9/1-12/31
	Source of Funds: ERDA Contract			

THE UNIVERSITY OF TEXAS AT AUSTIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
9.	Paul Wildi (Non-tenure) Fusion Research Center	Research Engineer (F. T.)	Research Engineer (2/3T)	
	Salary Rate	\$ 33,108 (1974-75)	\$ 36,600	9/1-12/31
	Source of Funds: ERDA Contract			
	Electrical Engineering		Lecturer (1/3T)	
	Academic Rate		\$ 27,450	9/1-5/31
10.	H. Vernon Wong Fusion Research Center	Research Scientist	Research Scientist	
	Salary Rate	\$ 24,564 (1974-75)	\$ 27,156	9/1-12/31
	Source of Funds: ERDA Contract			
11.	Alan A. Ware Fusion Research Center	Research Scientist	Research Scientist	
	Salary Rate	\$ 38,088 (1974-75)	\$ 40,716	9/1-12/31
	Source of Funds: ERDA Contract			
12.	Grover B. Cunningham Council for Advanced Transportation Studies	Social Science Research Associate V	Social Science Research Associate V	
	Salary Rate	\$ 16,236 (1974-75)	\$ 20,100	9/1-1/31
	Source of Funds: Forest Service Grant (50%) and Texas Research and Development Foundation Grant (50%)			
13.	Laurence M. Trafton Astronomy	Research Scientist	Research Scientist	
	Salary Rate	\$ 24,351 (1974-75)	\$ 26,351	9/1/75
	Source of Funds: NASA Contract			

THE UNIVERSITY OF TEXAS AT AUSTIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
14.	William F. Weldon Mechanical Engineering - Energy Storage Group Salary Rate Source of Funds: EPRI Contract	Research Engineer Associate V \$ 18,540 (1974-75)	Research Engineer Associate V \$ 22,224	9/1-12/31
15.	David M. Austin Graduate School of Social Work - Center for Social Work Research Salary Rate (9 mos.) Source of Funds: Moody Foundation Grant Concurrent Appointment: Graduate School of Social Work Professor (Tenure) (1/2T) Academic Rate: \$ 26,400	Director (1/2T) \$ 25,941 (1974-75 9 mos. equiv)	Director (1/2T) \$ 30,400	9/1-5/31
16.	Robert S. Jacobs Bureau of Engineering Research Salary Rate Source of Funds: Murray Marschall Research Fund	Research Engineer Assistant I \$ 7,800 (1974-75)	Research Engineer Assistant I \$ 9,972	9/1/75
17.	H. James Dorman Marine Science Institute - Galveston Salary Rate	Research Scientist (Faculty) \$ 31,936	Research Scientist (Faculty) \$ 34,000	10/1/75
18.	Joel S. Watkins Marine Science Institute - Galveston Salary Rate	Research Scientist \$ 27,748	Research Scientist \$ 30,024	10/1/75

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THE UNIVERSITY OF TEXAS AT AUSTIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

SAC - 5

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
19.	John F. Betak Council for Advanced Transportation Studies Salary Rate	Assistant Director \$ 16,788	Assistant Director \$ 20,100	10/1/75
	Source of Funds: Department of Transportation Contract Funds			
20.	Clif W. Drummond Fusion Research Center Salary Rate	Research Coordinator \$ 26,088 (1974-75)	Research Coordinator \$ 28,840	9/1/75
	Source of Funds: TAERF Contract			
21.	Marine Science Institute Transfer of Funds	From: Available University Fund Unappropriated Balance	To: Marine Science Institute - Administrative and Professional Salaries \$ 52,861 Classified Personnel 11,772 Wages 5,000 Maintenance, Operation, and Equipment 6,000 Travel 17,500 Unallocated 93,867	
	Amount of Transfer	\$ 187,000	\$ 187,000	---
22.	Auxiliary Enterprises - Student Government Offices Transfer of Funds	From: Student Services Fees (Required) - Unappropriated Balance	To: Student Government Offices - Income from Optional Student Fees	
	Amount of Transfer	\$ 10,600	\$ 10,600	---

THE UNIVERSITY OF TEXAS AT DALLAS  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Kenji Kondo (Non-tenure) Arts and Humanities Academic Rate	Lecturer (P.T.) \$ 7,400 (1974-75)	Lecturer (P.T.) \$ 10,000	9/1/75
2.	Harsh K. Gupta Natural Sciences and Mathematics Salary Rate  Source of Funds: Contracts and Grants	Research Scientist \$ 14,376	Research Scientist \$ 18,000	10/1/75

THE UNIVERSITY OF TEXAS AT EL PASO  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Physical Plant - Building Maintenance  Transfer of Funds  Amount of Transfer	From: Unappropriated Balance - Unexpended Plant Funds \$ 75,000	To: Building Maintenance - Maintenance and Operation \$ 75,000	---

To provide funds for routine maintenance of building exteriors.

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	William Hackos, Jr. (Non-tenure) Science and Engineering Academic Rate	Lecturer in Computer Science (1/2T) \$ 8,732 (1974-75)	Lecturer in Computer Science (1/4T) \$ 12,000	9/1 - 1/15

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS  
 AMENDMENTS TO THE 1974-75 AND 1975-76 OPERATING BUDGETS  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>1974-75 Budget</u>				
11.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Plant Funds Projects - Service Building \$ 850,000 Parking Lot Expansion 150,000 Landscaping - Phase II 120,000 OSHA Corrections to Facilities 125,000 Lone Star Energy Plant Connections to Buildings 70,000 Asphalt Paving 45,000 Waterproofing Parking Garage 40,000 Minor Repair and Renovation of Facilities 500,000 Special Equipment <u>500,000</u>	
	Amount of Transfer	\$ 2,400,000	<u>\$ 2,400,000</u>	---

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS  
 AMENDMENTS TO THE 1974-75 AND 1975-76 OPERATING BUDGET

Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
<u>1975-76 Budget</u>								
<u>Dallas Southwestern Medical School</u>								
15.	Kotaro Yamaoka (Non-tenure) Biochemistry Visiting Assistant Professor	\$ 15,100		\$ 15,100	\$ 17,500		\$ 17,500	10/1/75
	Source of Funds: NIH Grant							
16.	John M. Dietschy (Tenure) Internal Medicine Professor	\$ 42,000	\$ 5,000	\$ 47,000	\$ 42,000	\$ 7,500	\$ 49,500	10/1/75
	Source of Funds: MSRD							
17.	Jere Mitchell (Tenure) Internal Medicine and Physiology Professor	\$ 37,037	\$ 9,963	\$ 47,000	\$ 37,037	\$ 12,363	\$ 49,400	11/1/75
	Source of Funds: MSRD							
18.	Eugene P. Frenkel (Tenure) Internal Medicine and Radiology Professor	35,488	11,512	47,000	35,488	13,912	49,400	11/1/75
	Source of Funds: MSRD							
19.	James M. Lipton (Tenure) Psychiatry, Physiology, Neurology Associate Professor of Psychology	24,154	1,748	25,902	27,654	1,748	29,402	10/1/75
	Source of Funds: NIH Grant							

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS  
 AMENDMENTS TO THE 1974-75 AND 1975-76 OPERATING BUDGETS

Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
<u>1975-76 Budget</u>								
<u>Dallas Southwestern Medical School</u>								
20.	Juan Jimenez (Non-tenure) Obstetrics and Gynecology Assistant Professor	\$ 30,500	\$ 7,000	\$ 37,500	\$ 30,500	\$ 14,091	\$ 44,591	10/1/75
	Source of Funds: MSRDP							
21.	James Strong (Non-tenure) Obstetrics and Gynecology Assistant Professor	31,500	11,500	43,000	31,500	14,227	45,727	10/1/75
	Source of Funds: MSRDP							
22.	Barry Schwarz (Non-tenure) Obstetrics and Gynecology Assistant Professor	\$ 30,768	\$ 8,732	\$ 39,500	\$ 30,768	\$ 11,459	\$ 42,227	10/1/75
	Source of Funds: MSRDP							

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
2.	Harold A. Goolishian (Tenure) Psychiatry Professor  Source of Funds: MSRDP	\$ 36,930	\$ 15,828	\$52,758	\$ 36,930	\$ 18,463	\$ 55,393	10/1/75
3.	John P. Vanderpool (Tenure) Psychiatry Assistant Professor Source of Funds: Unallocated Salaries and MSRDP	30,400	15,200	45,600	32,000	16,000	48,000	10/1/75

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON  
 AMENDMENTS TO THE 1974-75 AND 1975-76 OPERATING BUDGETS  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status		Proposed Status		Effective Dates
<u>1974-75 Budget</u>						
13.	Plant Funds					
	Transfer of Funds	From: Unappropriated Balance via Estimated Income		To: Unexpended Plant Funds - Special Project Allocation Fund		
	Amount of Transfer	\$ 700,000		\$ 700,000		---
<u>1975-76 Budget</u>						
2.	Staff Benefits - Accrued Sick Leave Benefits					
	Transfer of Funds	From: Unappropriated Balance		To: Accrued Sick Leave Benefits		
	Amount of Transfer	\$ 50,000		\$ 50,000		---

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON  
 AMENDMENTS TO THE 1974-75 AND 1975-76 OPERATING BUDGETS  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary	Augmentation	Total Compensation	Salary	Augmentation	Total Compensation	
<u>1975-76 Budget (Continued)</u>								
<u>Houston Medical School</u>								
3.	Gabriel Perry (Non-tenure) Obstetrics and Gynecology Assistant Professor	\$ 31,600	\$ 4,000	\$ 35,600	\$ 31,600	\$ 6,400	\$ 38,000	10/1/75
	Source of Funds: MSRD							
4.	Samuel J. Strada (Tenure) Pharmacology Associate Professor	22,600	---	22,600	25,000	---	25,000	10/1/75
	Source of Funds: Faculty Salaries and PMA Faculty Development Award							
5.	Luis J. Rodriguez (Non-tenure) Reproductive Biology and Reproductive Endocrinology Clinical Fellow	<u>1974 - 75 Budget</u> 12,000	---	12,000	<u>1975 - 76 Budget</u> 14,000	---	14,000	9/1/75
	Source of Funds: Departmental Administrative and Professional Salaries							
<u>Houston Dental Branch</u>								
6.	Michael B. Birdsong (Non-tenure) Anatomy - Dental Anatomy Assistant Professor	<u>1974 - 75 Budget</u> \$ 17,300	---	\$ 17,300	<u>1975 - 76 Budget</u> \$ 20,000	---	\$ 20,000	10/1/75
	Source of Funds: Unallocated Faculty Salaries							

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
<u>San Antonio Dental School</u>				
1.	Conception F. Reisbick Prosthodontics Salary Rate	Maxillofacial Prosthetic Technician II \$ 10,308	Maxillofacial Prosthetic Technician II \$ 12,576	10/1/75

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
4.	Staff Benefits - Accrued Sick Leave Expense Transfer of Funds Amount of Transfer	From: Unappropriated Surplus \$ 50,000	To: Accrued Sick Leave Expense \$ 50,000	---

SAC - 12



**Aca. & Dev.  
Affairs Com.**

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ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE  
Committee Chairman (Mrs.) Johnson, Presiding

Date: December 12, 1975

Time: Following the Meeting of the System Administration Committee

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

	<u>Page</u> <u>A &amp; D</u>
1. U. T. System: Deputy Chancellor's Docket	Below
2. U. T. Arlington: Request for Authorization to Seek Permission from Coordinating Board to Establish Ph. D. Program in Urban Studies	Below
3. U. T. Austin: Proposed Appointment to the Jesse H. Jones Professorship in Journalism	3
4. U. T. Austin: Request to Combine B.S. in Elementary Education, B.S. in Education and B.S. in Physical Education into B.S. in Education and to Submit to Coordinating Board for Whatever Approval Is Necessary	10
5. U. T. Austin: Proposed Amendments to Declaration of Trust with Student Publications (Formerly Called Texas Student Publications, Inc.)	13

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Documentation

1. U. T. System: Deputy Chancellor's Docket. --It is recommended that the Deputy Chancellor's Docket be approved.
2. U. T. Arlington: Request for Authorization to Seek Permission from Coordinating Board to Establish Ph.D. Program in Urban Studies. --

System Administration concurs in the recommendation of President Nedderman that the Board of Regents approve a Doctor of Philosophy degree program in Urban Studies at U.T. Arlington and authorize the forwarding of the proposal to the Coordinating Board for consideration.

The proposed Ph.D. in Urban Studies is an innovative degree plan because of its interdisciplinary approach through fields of concentration in Community Relations, Urban Social Services, Comparative Urban Systems, Urban Ecology, Urban Economics and Employment, Community Development, and Urban Systems Science. Students will be expected to develop fields of interest that are interdisciplinary and to engage in a pattern of core-area courses that will provide exposure to various approaches to understanding urban problems. The program is designed to fill an existing void for researchers, scholars, and instructors with broad, interdisciplinary training in the urban area.

Administration of the proposed program will be by a program coordinator nominated by the Director of the Urban and Regional Affairs Division of the Institute of Urban Studies and approved by a graduate studies committee consisting of graduate faculty who are primarily involved in teaching in one or more of the seven fields of concentration.

Present library holdings are adequate to begin the proposed program, and no new faculty, facilities or equipment will be required for implementation in the Fall of 1976. The differential cost for 1976-77 will be \$11,250 which will be met through formula generated funds.

As stated in President Nedderman's letter reproduced below, this proposal has been reviewed by a team of outside consultants and a site visit has been made to the Arlington campus to evaluate the proposed new degree program.

The visiting team has submitted a favorable report on this proposed program.



The University of Texas at Arlington  
Arlington, Texas 76019

Office of the President

November 12, 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File *Sec. agenda*

NOV 13 1975

To.....For Info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

The University of Texas at Arlington wishes to submit a request to System Administration and the Board of Regents for approval of a proposed Ph. D. program in Urban Studies. The visitation team was on campus several weeks ago and we have received word that their report will be in your office no later than Friday, November 21. Incidentally, preliminary indications are that the report will be quite favorable. In order that we may have the flexibility of possibly presenting this proposal at the April meeting of the Coordinating Board

I would like to ask a favor of you. Will you please go ahead and place our request for a Ph. D. in Urban Studies on the agenda for the December 12 meeting of the Board of Regents? If you are agreeable to doing this we will understand that you might well decide to withdraw this agenda item after receiving the site team report by November 21.

We would appreciate very much your consideration of this matter.

Very truly yours,



W. H. Nedderman  
President

WHN:kp

**SECRETARY'S NOTE:** The minute order will provide that if this recommendation is approved by the Board of Regents and permission is given by the Coordinating Board to establish this degree program, the first catalog at U. T. Arlington published after Coordinating Board approval will be amended to include this program.

3. U. T. Austin: Proposed Appointment to the Jesse H. Jones Professorship of Journalism. --

System Administration concurs in the recommendation of President Rogers that approval be given to appoint Dr. Ernest A. Sharpe as the Jesse H. Jones Professor of Journalism to succeed Dr. Dewitt Riddick, who has held this professorship since its creation by the Board of Regents on June 4, 1971.

The nominee joined the U. T. Austin faculty in 1946 and for almost thirty years has been an outstanding teacher devoted to his students and dedicated to serving the Department of Journalism and this institution.

As President Rogers' letter set forth below indicates, this recommendation bears all appropriate administrative endorsements from U.T. Austin.



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

November 6, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File *Agenda*

NOV 14 1975

To.....For info and return  
To.....Please Advise Me  
To.....Please Handle

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

May I recommend that your approval and that of the Board of Regents be given to our request to appoint Dr. Ernest A. Sharpe as the Jesse H. Jones Professor of Journalism. As you can see from the enclosed vita and letters of recommendation, this will be an outstanding appointment.

This proposed appointment carries the endorsement of Vice President and Provost Stanley R. Ross, Dean of School of Communication Wayne Danielson, and Department of Journalism Chairman Norris G. Davis.

Sincerely yours,

Lorene L. Rogers  
President

LLR/aj  
Enclosures

cc: Dr. Stanley R. Ross  
Dean Wayne Danielson  
Dr. Norris G. Davis  
Mrs. Mary Guyon



THE UNIVERSITY OF TEXAS AT AUSTIN  
AUSTIN, TEXAS 78712

PRESIDENT'S OFFICE U. T. AUSTIN
REC'D DIV 03 1975
REFER TO _____
HANDLE _____
COMMENT & RETURN _____
FILE OR DISCARD _____

November 4, 1975

(1362)

Vice President and Provost

Dr. Lorene L. Rogers  
President  
MAI 400

Dear Lorene:

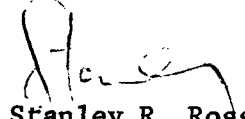
Dean Wayne Danielson has recommended for your consideration the designation of Dr. Ernest A. Sharpe of the Department of Journalism to succeed Dr. Dewitt Reddick as the Jesse H. Jones Professor of Journalism. The recommendation was unanimously agreed upon by the Budget Council of the Department of Journalism. I am pleased to add my endorsement.

Dr. Sharpe's record shows almost thirty years of service to this institution, which has brought him recognition as a teacher (Standard Oil Teaching Award and the American Advertising Federation's "Educator of the Year" award), professional recognition as National President of Alpha Delta Sigma, and research support for such studies as that on the "Function of Advertising in the All-Volunteer Military Service." He has published a volume, articles, and a number of reports. He has had extensive professional experience.

Dr. Sharpe also has a fine record of institutional service at the departmental, college and university level. For years he served as faculty advisor for the student chapter of Alpha Delta Sigma, the professional advertising fraternity. Thus, in all categories Dr. Sharpe's record is impressive and supportive of the recommendation made on his behalf.

I recommend you approve the request that Dr. Sharpe be designated the Jesse H. Jones Professor of Journalism and so recommend to Deputy Chancellor Walker and the Board of Regents.

Sincerely yours,

  
Stanley R. Ross  
Vice President and Provost

SRR:ah



THE UNIVERSITY OF TEXAS AT AUSTIN  
 SCHOOL OF COMMUNICATION  
 AUSTIN, TEXAS 78712

PRESIDENT'S OFFICE  
 U. T. AUSTIN  
 RECD. 10/13/75  
 REFER TO Dr. Ross  
 HANDLE \_\_\_\_\_  
 URGENT RETURN \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_

Office of the Dean

OFFICE OF THE PROVOST  
 REC'D. 10/13/75  
 APPROVED: \_\_\_\_\_  
 REFER TO PROVOST

1314

Dr. Lorene Rogers, President  
 University of Texas at Austin  
 Main Building 400

Dear Dr. Rogers:

This letter is to endorse the recommendation of the budget council of the department of Journalism that Dr. Ernest A. Sharpe be named the Jesse H. Jones Professor of Journalism succeeding Dr. DeWitt Reddick.

Ernest Sharpe is one of those rare teachers--doubly devoted to his students, extremely hard working, intelligent, a scholar of high order, loyal to his department and to the University. He is one of the persons you can depend on without question in any crisis.

His former students, now professionals scattered across the state and nation, still consider themselves to be his students and will help him and the University in any way and at any time.

Ernest Sharpe was instrumental in helping obtain the Jesse H. Jones professorship for the University a number of years ago. It is right that he now assume the title himself as one of our most outstanding faculty members.

It is with pleasure that I recommend the choice of Dr. Ernest Sharpe to you for your consideration and further action.

Sincerely,

*Wayne A. Danielson*  
 Wayne A. Danielson  
 Dean

WAD:rjr  
 Enclosure



THE UNIVERSITY OF TEXAS AT AUSTIN  
AUSTIN, TEXAS 78712

*Department of Journalism*  
Box 7818/Phone 512-471-1845

October 22, 1975

Dean Wayne A. Danielson  
School of Communication  
CMA 4.130

Dear Dean Danielson:

The budget council of the Department of Journalism has unanimously agreed to recommend Dr. Ernest A. Sharpe for the Jesse H. Jones Professorship in Journalism. We ask that you endorse our recommendations and forward it to President Rogers.

Dr. Sharpe joined the U.T. Austin faculty in 1946 and has served the Department of Journalism and the University in an outstanding manner since. The enclosed vita gives a brief summary of his service and his honors, including his Teaching Excellence Award from the Standard Oil (Indiana) Foundation and his award of "Educator of the Year" from American Advertising Federation.

The vita does not, however, adequately reveal the devotion he has shown over the years to his students. That devotion was most clearly shown in the work he did for many years as faculty adviser for the student chapter of Alpha Delta Sigma, the professional advertising fraternity. I attended numerous meetings of that group while he was adviser, and I know that he did a truly magnificent job of motivating and guiding the members into programs which added an important extra dimension to their educations.

He went on to work with the national ADS organization and to become its president. In so doing, he contributed greatly to the development and improvement of advertising education across the nation.

Dr. Sharpe has always been ready to take whatever task he felt would best serve the University. He really would have preferred going with the Department of Advertising when it was organized out of the Department of Journalism. But he felt that there was a greater need for his continued work in the development of our graduate program, and he continued to give most of his time to journalism. At the same time, he worked with advertising to develop their graduate program. He continues to serve as graduate adviser for both departments.

We believe that it is entirely appropriate to recognize his dedication and ability by naming him Jesse H. Jones Professor.

Sincerely,

A handwritten signature in cursive script that reads "Norris".

Norris G. Davis  
Chairman,  
Department of Journalism

NGD:ab



ERNEST A. SHARPE

Faculty, University of Texas, 1946 to present.

Professor of Journalism and Advertising; member of the Graduate Faculty.  
Has taught advertising courses at the University since 1946; has taught graduate courses in journalism and advertising since 1965.

Graduate Adviser, Departments of Journalism and Advertising.  
In charge of graduate program of both departments with more than 100 graduate students; since 1965 has supervised to completion 35 master's theses and 7 doctoral dissertations.

Member of Advisory Committee for Selection of President of U.T. Austin, 1970-71. Member of University Graduate Council, 1970-72. Member of Faculty Council, 1967-68. Member of Advisory Committee for Selection of Dean of School of Communication, 1968-69.

Degrees: Ph.D. in Mass Communication at University of Wisconsin, 1964.  
B.J., B.A., M.J. at The University of Texas, 1939, '40, '41.

Professional Experience:

Vice Consul, U.S. Foreign Service, 1940-45  
Posts: Lisbon, Portugal; Naples, Italy; Budapest, Hungary.

Newspaper advertising work includes advertising manager, Bryan Daily Eagle, 1946; five summers in advertising department of Dallas Morning News.

Advertising agency experience includes summer work for Rogers & Smith, Dallas; Foote, Cone & Belding, Chicago.

Radio advertising experience includes summer work for KPRC, Houston.

Editor of Southwestern Advertising & Marketing for three special issues in 1954-55.

Consultant and research work for: Humble Oil & Refining Company, Houston, 1957; Texas Daily Newspaper Assn., Houston, 1958; Belden Associates--Media and Market Research, 1956-57; 1960-61, Development Board, University of Texas System, 1965-present.

Director/Chief Investigator, University of Texas Sponsored Research Project for U.S. Air Force, 1973-75, on "Function of Advertising in the All-Volunteer Military Service."

Publications:

G.B. DEALEY OF THE DALLAS NEWS (New York: Henry Holt & Co., 1955, 304 pp.)

Articles published in Editor & Publisher, American Speech, Southwestern Advertising & Marketing, Linage, Texas Press Messenger, and other periodicals.

Papers, Business Reports, and Addresses: Advertising research papers to conventions for Association for Education in Journalism, 1964, '65, '66. Thirty-odd research reports for businesses, averaging 20 pages each. Numerous addresses on advertising before ad clubs and associations in Texas and Southwest.

Six Reports on aspects of "Function of Advertising in the All-Volunteer Military Service." (average 70 pages each)

Offices and Honors:

National President, Alpha Delta Sigma, professional advertising fraternity, 1951-53; ADS special awards: Sixth Degree Key, 1953; "Golden 50" Award, 1963; Sidney Bernstein Award for Outstanding Sponsor, 1968.

President, Austin Advertising Club, 1950-51.

Educational Representative, AAAA Southwest Council, 1965-66.

Chairman, Division of Advertising, Association for Education in Journalism, 1966-67.

Silver Medal Award, AFA-AAW & Printers' Ink, by Austin Ad Club, 1966.

Member of Phi Beta Kappa, Kappa Tau Alpha, Sigma Delta Chi, Phi Kappa Phi honorary fraternities.

"Educator of the Year Award" by American Advertising Federation, 10th District, 1969.

Standard Oil (Indiana) Foundation Teaching Excellence Award, 1970-71.

Executive Committee, Division of Advertising, Association for Education in Journalism, 1965-68; Head Division of Advertising, 1967.

Who's Who in Southwest, 1967.

American Association of Advertising Agencies Fellowship, 1955.

Southern Fellowships Grant, 1958-59.

Raymond Bill Scholarship, University of Wisconsin, 1961.

Membership in professional societies:

Association for Education in Journalism.

American Academy of Advertising.

American Association of University Professors.

Advertising Federation of America.

4. U. T. Austin: Request to Combine B. S. in Elementary Education, B. S. in Education and B. S. in Physical Education into B. S. in Education and to Submit to Coordinating Board for Whatever Approval Is Necessary. --

System Administration concurs in the recommendation of President Rogers that the Board of Regents approve the proposed catalog changes of the College of Education at U.T. Austin to combine the three degrees now offered (B.S. in Elementary Education, B.S. in Education, and B.S. in Physical Education) into one degree, the Bachelor of Science in Education; and authorize the forwarding of these changes to the Coordinating Board for such approval as may be required.

The curriculum for the proposed single degree will have two components: (1) a basic core of liberal studies called Academic Foundations, and (2) one of the six "Career Options" which include programs for (I) Elementary School Teachers, (II) Kindergarten Teachers, (III) Special Education Teachers, (IV) Secondary School Teachers, (V) Physical Education Teachers, and (VI) Employees in Educational and Youth-serving-agencies. Since all of the "Career Options" have the same academic foundations, students will be able to change programs as late as the senior year without great penalty which will allow them time to explore their interests and abilities before choosing a specific degree program.

THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

November 3, 1975

CHANCELLOR'S OFFICE U. of T.  
Acknowledged.....File.....

NOV 4 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

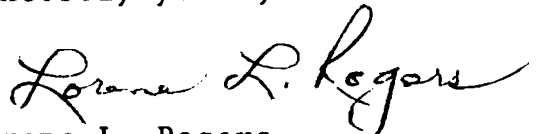
To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

The enclosed legislation (D&P 6465-74) has been approved by the College of Education faculty and by the General Faculty through the no-protest circularization procedure.

After careful review I am recommending approval of these revisions to the College of Education catalogue. If you concur, I am requesting that this legislation be transmitted to the Board of Regents for final approval. \*

Sincerely yours,



Lorene L. Rogers  
President

LLR/aj  
Enclosures

cc: Dean Lorrin Kennamer  
Dr. John Durbin

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\*The reasons for the proposed changes are on Page A & D - 11-12 .

REASONS FOR PROPOSED CHANGES  
IN 1976 - 1978 COLLEGE OF EDUCATION CATALOGUE

The proposed amendments and additions to the 1974 - 1976 College of Education catalogue combine the three degrees now offered in the College of Education into one degree, the Bachelor of Science in Education. In most cases the specific degree programs themselves have not been altered. The greatest change has been an increase of six semester hours for secondary education majors which brings that program in line with the 126 hours now required for elementary majors.

Six "Career Options" are listed under the proposed single degree, the sixth of which has innumerable possibilities. The new degree structure has these advantages:

1. Student and parental anxiety about making an immediate career choice should be reduced since all students will have at least two semesters to investigate themselves, their interests, and their abilities before they must choose a specific degree program.

2. All of the "Career Options" have the same academic foundations and a student may find it possible to change programs without great penalty as late as the senior year.

3. The new degree program should be easier for students to understand. Each option clearly lists what is required and what kind of credential(s), if any, will be forthcoming upon completion of the program.

4. Individualized professional programs are possible under the proposal, programs which can immediately respond to para-professional and professional needs in the various fields of educational service. These fields could include preparation for educational work with Parks and Recreation, Art and Music therapy, adult education, and various youth organizations.

5. The proposal will encourage and accent the need for restructuring and adding courses to meet the changing requirements of new programs. It will force the constant evaluation of College of Education offerings in order to meet the needs of the educational marketplace.

6. The proposal has a flexibility now missing which should encourage better service to the professional educational community.

**SECRETARY'S NOTE:** The minute order will provide that if this recommendation is approved by the Board of Regents and permission is given by the Coordinating Board to combine the programs, the first catalog at U. T. Austin published after Coordinating Board approval will be amended to include this change.

5. U. T. Austin: Proposed Amendments to Declaration of Trust with Student Publications (Formerly Called Texas Student Publications, Inc.)--

After extensive review, System Administration concurs in the recommendation of President Rogers that the Board of Regents approve the following amendments to the Declaration of Trust between the Board of Regents and the Board of Operating Trustees for Texas Student Publications. The Board of Operating Trustees has recommended the proposed changes. President Rogers' letter of recommendation is set out below.

Amend the Declaration of Trust to read as follows:

Section 5-A: ". . . Said election is to be held at least three weeks before or at least three weeks after the spring student government election each year pursuant to the rules established by the Operating Trustees. . . ."

Section 11: "At least three weeks prior to or at least three weeks after the spring student government elections, there shall be a student publications election on the campus of The University of Texas at Austin. . . ."



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

*President*

November 7, 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Don:

As I have indicated previously, I am in support of the request by the Board of Operating Trustees of Texas Student Publications to amend the Declaration of Trust to provide for more flexibility in setting the date of TSP elections.

The Trust Agreement presently provides that the TSP election must be at least three week prior to the Student Government elections. Changing this to permit the TSP election to be held no less than three weeks before or after the Student Government elections would still preserve the principle of separating the two elections but would give considerably more freedom in choosing a date which would be convenient to candidates and, at the same time, permit the voters to be better informed on candidates and issues.

Sincerely,

Lorene L. Rogers  
President



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

CHANCELLOR'S OFFICE U. OF T.  
Acknowledged.....File.....  
  
JUN - 2 1975  
To..... For I. to be Retire  
To..... Please Advise Me  
To..... Please Advise Me

President

May 30, 1975

Charles A. LeMaistre, M.D.  
Chancellor  
The University of Texas System

Dear Dr. LeMaistre:

I am hereby transmitting to you for consideration by the Board of Regents two proposals from the Board of Operating Trustees of Texas Student Publications. Both proposals require approval of the Board of Regents before they can have any effect. The first item involves an amendment to the Declaration of Trust; the second involves changes in the duties of the editorial manager of The Daily Texan.

On April 30, 1975, the TSP Board passed a proposed amendment to the Trust Agreement which would permit the TSP election to be held either three weeks before or three weeks after the Students' Association election. The proposed changes follow:

That Section 5-A, middle of paragraph, be amended to read: "Said election is to be held either three weeks before or three weeks after the spring student government election each year pursuant to the rules established by the Operating Trustees."

That Section 11, first sentence, be amended to read: "Either three weeks prior to or three weeks following the student government elections, there shall be a student publications election on the campus of The University of Texas at Austin."

Currently, the trust agreement provides for the TSP election to be held "at least three weeks prior" to the student government election. In March 1974, the Board of Regents declined to approve a TSP proposal to change the time of the TSP election to be on the same date as the student government election. While I agree that the elections should not be on the same date, I also recognize that occasional difficulties have been encountered by TSP under the current procedure. Any necessary postponement would likely extend the election into the prohibited three week time period. At the same time, the TSP Board feels that moving the election forward would place it too early in the semester. Currently, the TSP Board has indicated a preference to conduct their election three weeks before student government, as is currently being done. The proposed amendment would, however, provide some flexibility to the TSP Board, and

I recommend that it be approved.

The second item concerns the duties of the editorial manager of the Texan. In February 1974, the President of UT Austin forwarded for consideration of the Board of Regents changes recommended by the TSP Board regarding the duties of the editorial manager. The changes were not acted on by the Regents at that time. Subsequently, on January 13, 1975, the TSP Board further amended their proposal and have resubmitted it. The action involves a change in the Handbook: Texas Student Publications, Declaration of Trust, however, in Section 24, requires that changes in duties of the editorial manager be approved by the Board of Regents.

Please note that the November 1974 Handbook, in Chapter II, B, 4 incorporates duties of the editorial manager that were never approved. The most currently approved provisions for duties of the editorial manager of the Texan are those in the Handbook as amended through September 1, 1970. Copies of pertinent sections from the 1970 handbook and the proposed new handbook sections are attached. Although the proposed amendments to the handbook represent a substantial revision of the old handbook, many of the changes are housekeeping in nature and do not radically alter the major duties of the editorial manager. Some of the deletions refer to duties that once were assigned to the editorial manager but are now carried out in other ways or no longer exist. For example, each issue of the paper is currently critiqued by the managing editor and by journalism faculty members. The effect of most of the changes is to shorten the section and bring it more in line with current daily procedures.

The most significant and substantial changes are those relating to withholding copy. Pertinent sections of the old handbook are the last two paragraphs on page 25. In the proposed handbook sections, items "j" and "k" are pertinent. The 1970 handbook section provides for withholding material "violating good journalistic practice or containing misstatements of fact, or containing illogical conclusions." The proposal submitted to Dr. LeMaistre in February 1974, provided for copy to be withheld only if it were deemed libelous, obscene or an invasion of privacy. By action of the TSP Board on January 13, 1975, a provision for withholding material containing misstatements of fact was added to the proposal for withholding material deemed libelous, obscene or an invasion of privacy.

In addition to the shift in the circumstances under which copy could be withheld, the proposed handbook section places the burden of proof for withholding copy on the editorial manager. The proposal also requires that the TSP review committee sustain the decision to withhold in order for the material to be withheld permanently. Either the editorial manager or the student editor may appeal a decision of the review committee to the full TSP Board.



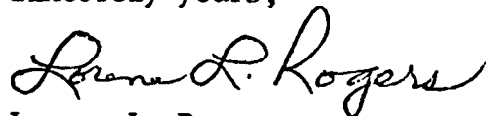
The changes now being proposed by the TSP Board are significant ones. I believe the supervision provided by the editorial manager is extremely important in publishing a widely recognized student newspaper. There are indications that very few campus newspapers still have copy read by a regular staff member prior to publication. Nevertheless, I believe the Texan editorial manager makes a very important contribution to the quality of the newspaper and to insuring that TSP fulfills its laboratory and instructional role.

I believe the proposed changes will still permit the editorial manager to provide necessary supervision to the Texan without encroaching on the requirements for maintaining freedom of the press. The TSP Board's addition in January of the provision to withhold material containing misstatements of fact is very important and strengthens the proposal significantly. Although the recommended procedures for appealing an action to withhold copy are somewhat more formalized than previously, I believe the new procedure would not be overly burdensome. On the balance, the discretion of the editorial manager would be reduced somewhat under the new duties, but I do not believe the proposed changes to be unworkable or altogether undesirable. On that basis, I would recommend the proposed changes be approved.

If the Board of Regents should concur in the changes of the editorial manager's duties, there would be some alteration in the section of the Handbook on Basic Policies for the Texan. I have also attached pertinent sections from both the old handbook and the proposed new section. Changes in this section would not require regental action, but are included for informational purposes.

At such time as the Board of Regents considers the requests of the TSP Board, may I recommend that a representative or representatives of the TSP Board be invited to attend and participate in the discussion of these matters.

Sincerely yours,



Lorene L. Rogers  
President ad interim

LLR:gp  
Attachments

**Buildings &  
Grounds Com.**

BUILDINGS AND GROUNDS COMMITTEE  
Committee Chairman Bauerle, Presiding

Date: December 12, 1975  
Time: Following the Meeting of the Academic and Developmental  
Affairs Committee  
Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

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B & G

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U. T. AUSTIN

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SAN ANTONIO HEALTH SCIENCE CENTER

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RECOMMENDED ARCHITECTS

3. U. T. Arlington: Remodeling of College Hall

Willard Reavis, Architect	Arlington, Texas
<del>Alvin J. Mikusek, Architect</del>	Arlington, Texas
<del>John B. Danna, Jr., Architect</del>	Dallas, Texas
<del>Paul C. Wharton &amp; Associates, Architect</del>	Arlington, Texas

4. U. T. Arlington: Remodeling of Business-Life Science Building

Albert S. Komatsu & Associates	Fort Worth, Texas
<del>Harwood K. Smith &amp; Partners, Inc.</del>	Dallas, Texas
<del>Willard Reavis, Architect</del>	Arlington, Texas
<del>Alvin J. Mikusek, Architect</del>	Arlington, Texas
<del>John B. Danna, Jr., Architect</del>	Dallas, Texas

7. U. T. Austin: Waller Creek Improvements

<i>Paulsen</i> John C. Robinson, Jr., Architect	Austin, Texas
<del>Schricket &amp; Rollins, Engineers &amp; Planners</del>	Arlington, Texas
<del>Coffee &amp; Crier, Architects-Planners</del>	Austin, Texas
<del>Pfluger &amp; Polkinghorn, Architects</del>	Austin, Texas
<del>Taniguchi, Shefelman, Vackar &amp; Minter, Architects</del>	Austin, Texas

1.

U. T. ARLINGTON: COLLEGE OF ENGINEERING LABORATORY BUILDING AND RENOVATION OF ENGINEERING TECHNOLOGY BUILDING (PROJECT NO. 301-329) - REQUEST FOR BUILDING NAME CHANGE.--At the Regents' Meeting held April 28, 1975, a construction contract was awarded to Frank J. Rooney, Inc., for the College of Engineering Laboratory Building and the Renovation of the Engineering Technology Building at The University of Texas at Arlington.

Upon completion of the Renovation of the Engineering Technology Building, the primary use will change to the study of Geosciences.

Accordingly, President Nedderman recommends, and System Administration concurs, that the Board authorize the building name to be changed from Engineering Technology to Geosciences Building.

2.

U. T. ARLINGTON: REQUEST TO REMOVE PLACEMENT STEEL BUILDING AND GOLF HOUSE AND REERECT STEEL BUILDING AT SITE OF GOLF HOUSE; PREPARATION OF FINAL PLANS AND COMPLETION OF THE PROJECT; AND APPROPRIATION THEREFOR.--At the present time there is a steel building in the center of the Campus of The University of Texas at Arlington known as the Placement Office. This building should be removed and reconstructed to replace the current building known as the Golf House. With the addition of approximately 1,000 square feet, making a total of approximately 4,600 square feet, the building could be erected on the site now occupied by the Golf House and serve as classroom and office space for both Physical Education and Athletics. It would have adequate heating, cooling and restroom facilities. The current Golf House is a converted garage and does not meet established standards of construction.

President Nedderman and System Administration recommend that the Board:

- a. Authorize the project to demolish the Golf House and to remove and reerect the Steel Building at an estimated total project cost of \$65,000.00
- b. Authorize The University of Texas at Arlington Physical Plant Department to complete the final plans and specifications for construction of the facility with their own forces or through contract services, in consultation with the Office of Facilities Planning and Construction as needed
- c. Appropriate \$65,000.00 from Unappropriated Plant Funds for the estimated total project cost.

3.

U. T. ARLINGTON: REMODELING OF COLLEGE HALL - REQUEST FOR PROJECT AUTHORIZATION AND PREPARATION OF PRELIMINARY PLANS; APPOINTMENT OF PROJECT ARCHITECT; AND APPROPRIATION THEREFOR.--College Hall at The University of Texas at Arlington, constructed in 1926, housed the Departments of Music and Military Science until January, 1975. The Department of Music has now moved to the Fine Arts Complex. The interior area used by Music will have to be renovated because the small practice rooms are not usable by other departments.

*Blair*

Since the Department of Music moved, the building has been used for storage and some temporary office space, and will continue to be thus used until such time as funding may be obtained.

President Nedderman and System Administration recommend that the Board:

- a. Authorize the Project to Remodel College Hall at an estimated total project cost of \$525,000.00
- b. Appoint a Project Architect from a list to be submitted at the meeting with authorization to proceed with preparation of preliminary plans and specifications for presentation at a later date
- c. Appropriate \$25,000.00 from proceeds of Combined Fee Revenue Bonds for necessary miscellaneous expenses and fees through the preparation of preliminary plans and outline specifications.

U. T. ARLINGTON: REMODELING OF BUSINESS-LIFE SCIENCE BUILDING (PROJECT NO. 301-299) - REQUEST FOR BUILDING NAME CHANGE AND APPOINTMENT OF PROJECT ARCHITECT.--At the March 15, 1974 meeting, the Board of Regents authorized Remodeling of Business-Life Science Building at The University of Texas at Arlington at a total estimated project cost of \$800,000.00, which has been previously appropriated. In order to complete plans, advertise and award bids immediately prior to the occupancy of the College of Business Administration Building which is now under construction, it is necessary to appoint a Project Architect and begin detailed planning of the remodeling.

President Nedderman and System Administration recommend that the Board:

- a. Authorize the change of the name of the building to the Life Sciences Building and the project title to Remodeling of Life Sciences Building
- b. Appoint a Project Architect from a list to be submitted at the meeting with authorization to proceed with preparation of preliminary plans and specifications for presentation at a later date.

5. U. T. ARLINGTON: MULTI-LEVEL PARKING GARAGE - REQUEST FOR PROJECT AUTHORIZATION AND PREPARATION OF PRELIMINARY PLANS; APPOINTMENT OF PROJECT ARCHITECT; AND APPROPRIATION THEREFOR.--A survey encompassing both the student body and the faculty and staff, concerning parking, has just been completed at The University of Texas at Arlington. The survey indicates that a multi-level parking facility is desirable and that reserved parking should be a part thereof. At this time there is a unique opportunity for constructing such a facility that would serve a number of buildings and would lend itself to serve other buildings when constructed. Nearby existing buildings are the Business-Life Sciences Building, the Library, and Hammond Trimble Hall. The College of Business Administration Building will be completed within two years. Space is now available for building purposes to the east, south and southeast of the proposed site for the garage. Construction of a multi-level parking garage of some 200 cars, with capabilities to expand, would, therefore, be a desirable project at this time.

President Nedderman and System Administration recommend that the Board:

- a. Authorize the project to construct a multi-level parking facility at an estimated total project cost of \$450,000.00
- b. Approve the site for the facility as the area bounded on the south by Campus Drive, on the west by College Street, on the north by Fourth Street and on the east by West Street

- c. Appoint a Project Architect from a list to be submitted at the meeting with authorization to proceed with preparation of preliminary plans and specifications for presentation at a later date
- d. Appropriate \$25,000.00 from Proceeds of Combined Fee Revenue Bonds for necessary topographic and foundation surveys, miscellaneous expenses and fees through preparation of preliminary plans and outline specifications.

6. U. T. AUSTIN: 50-METER INDOOR SWIMMING FACILITY (PROJECT NO. 102-199) - REQUEST FOR CHANGE OF BUILDING NAME.--In accordance with the contract award approved at the Regents' Meeting held October 26, 1973, construction is under way on the 50-Meter Indoor Swimming Pool Facility at The University of Texas at Austin. It is appropriate that a permanent name be approved for this project to replace the project planning title.

President Rogers and System Administration recommend that the Board approve Aquatic Center as the official project name.

7. U. T. AUSTIN: WALLER CREEK IMPROVEMENTS - REQUEST FOR PREPARATION OF FINAL PLANS AND COST ESTIMATES; APPOINTMENT OF PROJECT ARCHITECT AND APPROPRIATION THEREFOR.--The preservation and enhancement of the natural beauty of Waller Creek on the Campus of The University of Texas at Austin has long been a goal recognized by U. T. Austin Administration and the Board of Regents. In recent years, the support of students, faculty and ex-students for a comprehensive improvement program for this unique natural resource in the heart of the Campus has increased. In 1973, the Office of Facilities Planning and Construction initiated a conceptual study for the development of Waller Creek. This study extended from the San Jacinto Boulevard-Speedway Street intersection on the North to Fifteenth Street on the South where a connection would be made with the City of Austin Waller Creek improvements. The project scope includes stream bed clean-up, removal of debris, enhancement of natural characteristics, construction of active recreational facilities such as hike and bike trails and scenic overlooks, and additional features such as security lighting, irrigation and landscape plantings. The conceptual study has been reviewed and is supported by the U. T. Austin Faculty Building Advisory Committee and interested student groups.

It is possible that the ground breaking for the construction start of this phased project could be held in July, 1976, as a part of the Bicentennial celebration participation of The University of Texas at Austin.

President Rogers and System Administration recommend that the Board:

- a. Authorize development of plans for the Waller Creek Improvements project at The University of Texas at Austin from the San Jacinto Boulevard-Speedway Street intersection on the North through U. T. Austin property to Fifteenth Street on the South
- b. Appoint a Project Architect for the project from a list to be available at the Board Meeting, with authorization to prepare final plans, specifications and cost estimates. The plans and specifications will be prepared to permit construction of the project in phases.
- c. Appropriate \$60,000.00 from Interest on Bond Proceeds to cover fees and miscellaneous expenses through the preparation of final plans and specifications.



8.

U. T. AUSTIN: HAL C. WEAVER POWER PLANT (PROJECT NO. 102-261) - EXPANSION OF GENERATING CAPACITY - PRESENTATION OF FINAL PLANS FOR FOUNDATIONS AND INTERCONNECTING PIPING AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS.--In accordance with authorization given by the Board of Regents at its meeting on June 14, 1974, the Project Engineer, Power Systems Engineering, Inc., has completed final plans and specifications for the construction of the Cooling Tower foundation to be located inside of the present Power Plant service yard and the Turbine Generator foundation to be located inside of the present Hal C. Weaver plant. Two 36" condensing water lines are included as part of this work and will be installed underground from one foundation to the other. This work is considered to be beyond the capabilities of the Physical Plant forces which are performing most of the installation work of the Turbine Generator equipment.

President Rogers and System Administration recommend the approval of these final plans and specifications, with authorization for the Office of Facilities Planning and Construction to advertise for bids which will be presented to the Board for consideration at a future meeting.

9.

U. T. AUSTIN: ADDITION TO ROBERT A. WELCH HALL (PROJECT NO. 102-196) - PRESENTATION OF FINAL PLANS FOR LABORATORY AND LIBRARY EQUIPMENT AND REQUEST FOR AUTHORIZATION FOR INCORPORATION IN THE PROJECT.--In accordance with the contract award approved at the Regents' Meeting held December 13, 1974, construction of the Addition to Robert A. Welch Hall is under way on the Campus of The University of Texas at Austin. In an effort to minimize escalating costs of materials and labor, detailed plans and specifications for the Laboratory and Library Equipment were deferred to permit earlier completion of the construction documents for bidding. These final plans and specifications for the equipping of the scientific Laboratories and the Library have now been completed by the Project Architects to meet the specific requirements of the users. Within the previously appropriated total project cost of \$20,000,000.00, approximately \$1,350,000.00 was initially reserved to apply to these equipment needs.

President Rogers and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Laboratory and Library Equipment for the Addition to Robert A. Welch Hall at The University of Texas at Austin
- b. Authorize the Office of Facilities Planning and Construction to incorporate these equipment purchases and installations either by negotiations with the existing Contractor, Manhattan Construction Company, or, if it appears more advantageous to the University, by taking separate bids for this work. The results of this action will be reported to the Board for ratification at a future meeting.

10.

U. T. AUSTIN: REQUEST FOR AUTHORIZATION TO GRANT AN EASEMENT TO THE CITY OF AUSTIN FOR AN UNDERGROUND SANITARY SEWER LINE IN AREA OF 51ST STREET (INTRAMURAL FIELD). --The City of Austin plans to construct a new and larger wastewater line for the Upper Waller Creek area in North Austin. The proposed routing of the sanitary sewer line will pass through an open field on U. T. Austin property on the East side of the Intramural Field South of 51st Street to a point at the South property line adjoining the intersection of Speedway. An easement of fifteen feet in width is needed. The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

President Rogers and System Administration recommend that authorization be given by the Board for such an easement to be executed by the Chairman of the Board after approval as to content by Deputy Chancellor Walker and as to legal form by a University Attorney.

11.

U. T. AUSTIN: PARKING LOT - 19TH AND TRINITY STREETS (PROJECT NO. 102-220) - REQUEST FOR AUTHORIZATION TO OBTAIN A LICENSE AGREEMENT FROM THE CITY OF AUSTIN FOR CONSTRUCTION OF PARKING LOT IMPROVEMENTS OVER AN EXISTING UTILITY EASEMENT.--Negotiations with the City of Austin have been conducted by the Office of Facilities Planning and Construction to obtain approval for the construction of a Parking Lot and related improvements over an existing Public Utility Easement eighty feet in width and one hundred seventy feet in length in that portion of Neches Street vacated by the City of Austin in February 1973. A License Agreement from the City of Austin would finalize approval for construction of the improvements over the Public Utility Easement.

Previously the Board of Regents has approved a License Agreement with the City of Arlington in connection with the Fine Arts Building on the U. T. Arlington campus.

President Rogers and System Administration recommend that the Board:

- a. Authorize a License Agreement to be requested from the City of Austin for construction of Parking Lot improvements over the eighty feet by one hundred seventy feet Public Utility Easement in vacated Neches Street South of Martin Luther King, Jr. Boulevard
- b. Authorize the Chairman of the Board to accept the terms and conditions of, and execute, the License Agreement after approval as to content by Deputy Chancellor Walker and as to legal form by a University Attorney.

A copy of the License Agreement will be available for review at the Board meeting.

12.

U. T. AUSTIN: PARKING LOT - 19TH AND TRINITY STREETS (PROJECT NO. 102-220) - REQUEST FOR AUTHORIZATION TO GRANT AN EASEMENT TO THE CITY OF AUSTIN FOR A CONCRETE SIDEWALK ON THE EAST SIDE OF TRINITY STREET.--To provide ample space for pedestrian traffic on the East side of Trinity Street from 18th Street North to Martin Luther King, Jr. Boulevard, the City of Austin has requested a ten (10) foot easement for right-of-way and street purposes including a concrete sidewalk adjoining the Parking Lot improvements. The proposed easement is more fully described in the easement document which will be available at the Board meeting.

President Rogers and System Administration recommend that authorization be given by the Board for such an easement to be executed by the Chairman of the Board after approval as to content by Deputy Chancellor Walker and as to legal form by a University Attorney.

13.

U. T. AUSTIN: PARKING LOT - 19TH AND TRINITY STREETS (PROJECT NO. 102-220) - REQUEST FOR AUTHORIZATION TO OBTAIN A LICENSE AGREEMENT FROM THE CITY OF AUSTIN FOR LOCATION OF LIGHT STANDARDS ON RIGHT-OF-WAY ALONG MARTIN LUTHER KING, JR., BOULEVARD AND TRINITY STREET.--As part of the construction of The University of Texas at Austin Parking Lot authorized at the corner of 19th and Trinity Streets, it is necessary to locate ten Campus Light Standards a distance of six inches into the City of Austin Right-of-Way along Martin Luther King, Jr., Boulevard and Trinity Street. Preliminary negotiations with the City of Austin have indicated that favorable consideration will probably be given to a request for a License Agreement to locate the Light Standards within the Right-of-Way.

Previously the Board of Regents has approved a License Agreement with the City of Arlington in connection with the Fine Arts Building on the U. T. Arlington campus.

President Rogers and System Administration recommend that the Board:

- a. Authorize a License Agreement to be requested from the City of Austin for location of ten Light Standards within the Right-of-Way along Martin Luther King, Jr. Boulevard and Trinity Street
- b. Authorize the Chairman of the Board to accept the terms and conditions of, and execute, the License Agreement after approval as to content by Deputy Chancellor Walker and as to legal form by a University Attorney.

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A copy of the License Agreement will be available for review at the Board meeting.

14.

U. T. AUSTIN: ADDITIONAL TENNIS FACILITIES - INITIAL PHASE OF SUPPORT FACILITIES (PROJECT NO. 102-222) - RECOMMENDED AWARD OF CONTRACT TO STRUCTURE CONTRACTORS, INC., AND JOHN V. FELTER, A JOINT VENTURE, AUSTIN, TEXAS.--In accordance with authorization given at the Regents' Meeting held July 25, 1975, bids for the Initial Phase of Support Facilities for the existing Tennis Courts adjacent to the Intramural Field at The University of Texas at Austin were called for and were received, opened and tabulated on November 4, 1975, as shown on Page B & G - 9 . The recommended contract award can be made within previously appropriated funds.

President Rogers and System Administration recommend that the Board:

- a. Award the construction contract for the Initial Phase of the Support Facilities for the existing Tennis Courts at The University of Texas at Austin to the low bidder, Structure Contractors, Inc., and John V. Felter, a Joint Venture, Austin, Texas as follows:

Base Bid	\$46,140.00
Add Alternates:	
No. 1 (Exterior Utilities Work)	7,019.00
No. 2 (Installation of Solid Sod Grass)	150.00
No. 3 (Installation of Directory Board)	650.00
No. 4 (New Water Service)	8,800.00
No. 5 (Exchange Closet Location)	200.00
No. 6 (Master Key System)	<u>130.00</u>
 Total Recommended Contract Award	 <u><u>\$63,089.00</u></u>

- b. Authorize a total project cost of \$75,000.00 which has been previously appropriated to cover the recommended construction contract award, fees and miscellaneous expenses.

TENNIS CENTER SUPPORT FACILITIES - INITIAL BUILDING, THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS

Bids Received at 2:00 P. M., November 4, 1975, at the Office of Facilities Planning and Construction, The University of Texas System, Austin, Texas

Bidder	Base Bid	Add Alternates						Cashier's Check or Bidder's Bond
		No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	
Air Conditioning, Inc., Austin, Texas	\$57,800.00	\$ 3,600.00	\$ 550.00	\$ 600.00	\$ 8,400.00	\$ 250.00	\$115.00	B.B. 5%
Joe Badgett Construction Company, Inc., Austin, Texas	61,237.00	16,780.00	168.00	960.00	14,640.00	110.00	167.00	B.B. 5%
Berkman/Linco General Con- tractors, Austin, Texas	70,815.00	15,121.00	700.00	912.00	15,540.00	N/C	109.00	C.C. \$4,317.75
Thomas Hinderer Company, Austin, Texas	64,577.00	9,000.00	2,100.00	1,000.00	9,500.00	900.00	500.00	B.B. --
Matthews and Associates, Inc., Austin, Texas	61,448.00	10,987.00	325.00	595.00	9,317.00	743.00	106.00	B.B. 5%
M. C. Construction Com- pany, Austin, Texas	57,600.00	8,700.00	1,000.00	900.00	9,300.00	200.00	100.00	B.B. 5%
H. P. Moore Construction Company, Austin, Texas	77,545.35	11,852.54	340.32	77.00	9,225.30	1,055.11	104.65	C.C. \$5,010.02
Kenneth Spell Construction Company, Austin, Texas	50,598.00	12,742.00	550.00	836.00	8,825.00	694.00	115.00	B.B. 5%
Structure Contractors, Inc., and John V. Felter, A Joint Venture, Austin, Texas	46,140.00	7,019.00	150.00	650.00	8,800.00	200.00	130.00	B.B. 5%
Thomas Brothers Construc- tion Company of Austin, Inc., Austin, Texas	49,879.00	9,460.00	186.00	595.00	8,912.00	145.00	100.00	B.B. 5%
Alton Watson Construction Company, Austin, Texas	52,400.00	10,030.00	478.00	676.00	8,800.00	153.00	105.00	B.B. 5%

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15. SAN ANTONIO HEALTH SCIENCE CENTER (SAN ANTONIO MEDICAL SCHOOL) - RENOVATION OF AUDITORIUM SUBLEVEL (PROJECT NO. 402-339) - REQUEST FOR AUTHORIZATION TO REDUCE PROJECT SCOPE AND FUNDING THEREFOR.--As authorized at the Regents' Meeting held September 12, 1975, initial project design planning is under way on the Renovation of the Auditorium Sublevel of the San Antonio Medical School at The San Antonio Health Science Center. The renovation of approximately 22,000 square feet was requested, including 18,000 square feet for expansion of administrative activities including Accounting, Payroll and Purchasing functions. A review and analysis of the Project Architect's preliminary cost estimate for Remodeling of the Auditorium Sublevel for these administrative functions indicates that the required space can be more economically provided. Further investigations conducted by the San Antonio Health Science Center Administration, and concurred in by the Office of Facilities Planning and Construction, have resulted in a reduced project scope to include only limited demolition and remodeling of the sublevel space to serve only Printing and Publication and General Storage functions.

President Harrison and System Administration recommend that the Board:

- a. Approve the scope reduction for the Renovation of the Auditorium Sublevel at the San Antonio Health Science Center by the elimination of construction requirements for administrative activities which can be more economically provided
- b. Authorize a change in project funding for the Renovation of the Auditorium Sublevel by reducing the previous appropriation of \$880,000.00 to \$100,000.00
- c. Authorize the San Antonio Health Science Center Physical Plant Department to prepare final plans and specifications for this reduced scope with their own forces or by contract services, in consultation with the Office of Facilities Planning and Construction.

16. SAN ANTONIO HEALTH SCIENCE CENTER - EXPANSION OF PHYSICAL PLANT BUILDINGS NOS. 1 AND 2 (PROJECT NO. 402-339) - REQUEST FOR AUTHORIZATION TO INCREASE PROJECT SCOPE AND ADDITIONAL APPROPRIATION THEREFOR.--At the Regents' Meeting held September 12, 1975, authorization was given for the Expansion of Physical Plant Buildings Nos. 1 and 2 to meet the growing demands of the expanding Campus of the San Antonio Health Science Center. Initial planning activities are under way on this project, during which a determination has been made that space for administrative activities of approximately 20,000 gross square feet can be more economically provided in new construction, rather than in the Renovation of the Auditorium Sublevel. It now appears feasible to locate such administrative functions as Accounting, Purchasing, and Payroll in additional space to be included in the Expansion of Physical Plant Buildings Nos. 1 and 2.

President Harrison and System Administration recommend that the Board:

- a. Approve an increase in project scope of the Expansion of Physical Plant Buildings Nos. 1 and 2 to include the space requirements for the expanded administrative functions

b. Authorize an increase in the total project cost from \$975,000 to \$2,100,000 for the Expansion of Physical Plant Buildings Nos. 1 and 2. This will include administrative activities expansion of approximately 20,000 gross square feet.

c. Approve revised funding for the project as set out below:

\$975,000.00 Previously Appropriated: San Antonio Health Science Center Unexpended Plant Funds

345,000.00 Additional Appropriation: San Antonio Health Science Center Unexpended Plant Funds

780,000.00 Transfer from: Project No. 402-339 - Renovation of Auditorium Sublevel.

BUILDINGS AND GROUNDS COMMITTEE  
EMERGENCY ITEMS  
December 12, 1975

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## SAN ANTONIO HEALTH SCIENCE CENTER

22. San Antonio Dental School: Cafeteria and Other Support Facilities: Recommended Contract Award to Wallace L. Boldt, General Contractor, Inc., San Antonio, Texas, and Additional Appropriation Therefor 21

## UNIVERSITY CANCER CENTER

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### Documentation

5. U. T. ARLINGTON - MULTI-LEVEL PARKING GARAGE: WITH-DRAWN AT THE REQUEST OF U. T. ARLINGTON ADMINISTRATION

17. U. T. AUSTIN: COLLEGE OF FINE ARTS, PERFORMING ARTS CENTER, DRAMA BUILDING ADDITION (PROJECT NO. 102-268) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ROCKFORD FURNITURE AND CARPETS, AUSTIN, TEXAS; CENTRAL DISTRIBUTING COMPANY, INC., SAN ANTONIO, TEXAS; AND CARPET SERVICES, INC., DALLAS, TEXAS.-- Specifications for Furniture and Furnishings for the Addition to the Drama Building at The University of Texas at Austin were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on December 4, 1975, as shown on the attached tabulation.

It is recommended by President Rogers and System Administration that award of contracts be made to the low bidders as follows:

Rockford Furniture and Carpets, Austin, Texas	
Base Proposal "A" (General Furn.)	\$ 29,321.96
Add Alternate #1 (Add'l. Gen. Furn.)	<u>12,267.33</u>
Total Recommended Contract Award to Rockford Furniture and Carpets	41,589.29
American Desk Manufacturing Company, Inc., Temple, Texas	
Base Proposal "B" (Auditorium Seating)	32,053.00
Carpet Services, Inc., Dallas, Texas	
Base Proposal "C" (Carpet)	<u>29,400.00</u>
Grand Total Recommended Contract Awards	<u>\$103,042.29</u>

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.



FURNITURE AND FURNISHINGS FOR DRAMA BUILDING ADDITION, THE UNIVERSITY OF TEXAS AT AUSTIN, AUSTIN, TEXAS

Bids Received at 2:00 P. M., December 4, 1975, at the Office of Facilities Planning and Construction,  
The University of Texas System, Austin, Texas

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Bidder	Base Bid "A"	Add Alternates		Base Bid "B"	Base Bid "C"	Bidder's Bond
		No. 1 to "A"	No. 2 to "A"			
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$29,829.10	\$12,829.10	\$10,244.05	No Bid	No Bid	5%
American Desk Manufacturing Company, Temple, Texas	No Bid	No Bid	No Bid	\$32,053.00	No Bid	5%
Carpet Services, Inc., Dallas, Texas	No Bid	----	----	No Bid	\$29,400.00	5%
Central Distributing Com- pany, San Antonio, Texas	No Bid	----	----	32,098.23	No Bid	5%
J. F. Clark Company, Dallas, Texas	No Bid	No Bid	No Bid	32,688.85	No Bid	5%
Rockford Furniture and Carpets, Austin, Texas	29,321.96	12,267.33	9,800.16	----	30,744.00	5%
San Antonio Floor Finishers, Inc., San Antonio, Texas	No Bid	----	----	No Bid	30,920.00	5%

18. U. T. EL PASO: EXTENSION OF THERMAL (HOT AND CHILLED WATER LINES) AND ELECTRICAL POWER UTILITIES TO NORTH PORTION OF THE CAMPUS (PROJECT NO. 201-276) - RECOMMENDED AWARD OF CONTRACT TO THE GARDNER-ZEMKE COMPANY, EL PASO, TEXAS.--In accordance with authorization given at the Regents' Meeting held July 25, 1975, bids were called for and were received, opened and tabulated on December 4, 1975, as shown on the attached sheet for the Extension of Thermal and Electrical Power Utilities to the North Portion of the Campus at The University of Texas at El Paso.

The recommended award can be made within previously appropriated funds. This project provides for underground hot and chilled water lines to serve Holliday Hall and underground electric duct bank with conductors, transformers, switch gear and appurtenances to serve the Special Events Center, Holliday Hall, North side of Kidd Field, Memorial Gym, Research and Development Center (Globe Universal Services, Inc., Building) and the Satellite Thermal Energy Plant.

President Templeton and System Administration recommend that the Board:

- a. Award the construction contract for Extension of Thermal and Electrical Power Utilities to the North Portion of the Campus at The University of Texas at El Paso to the low bidder, Gardner-Zemke Company of El Paso, Texas, as follows:

Base Bid	\$205,725.00
Addition No. 1 to Base Bid (Power Feeder System)	121,760.00
Add Alternates:	
No. 1 (Electrical Power to serve Kidd Field)	21,298.00
No. 2 (Electrical Power to Research and Development Center)	11,496.00
No. 3 (Electrical Power to Memorial Gym)	17,798.00
No. 4 (Electrical Power to Student Housing)	19,427.00
No. 5 (Replace Overhead with Underground Electric Service to Research and Development Center)	11,644.00
No. 6 (Underground Hot and Chilled Lines to Holliday Hall)	<u>39,788.00</u>
Total Recommended Contract Award	<u>\$448,936.00</u>

- b. Authorize a revised total project cost of \$530,698.00 to cover the recommended construction contract award, fees and miscellaneous expenses within previously appropriated funds.

EXTENSION OF THERMAL AND ELECTRICAL POWER UTILITIES TO NORTH PORTION OF CAMPUS AT THE UNIVERSITY OF TEXAS AT EL PASO, EL PASO, TEXAS

Bids Received at 2:00 P. M., December 4, 1975, in the Office of Facilities Planning and Construction,  
The University of Texas System, Austin, Texas

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Bidder	Base Bid	Addition No. 1	Add Alternates						Bidder's Bond
			No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	
Callaghan Electric Company, Inc., El Paso, Texas	\$179,800.00	\$120,000.00	\$32,100.00	\$12,900.00	\$17,600.00	\$18,200.00	\$13,400.00	\$58,600.00	5%
C-H-R Division of Newbery Energy Corp- oration, El Paso, Texas	210,668.00	122,449.00	22,649.00	9,063.00	19,744.00	19,188.00	12,222.00	54,413.00	5%
Douglass Brothers, Inc., El Paso, Texas	210,603.00	122,785.00	23,722.00	11,937.00	16,950.00	17,180.00	8,627.00	61,212.00	5%
The Gardner-Zemke Company, El Paso, Texas	205,725.00	121,760.00	21,298.00	11,496.00	17,798.00	19,427.00	11,644.00	39,788.00	5%
McCormick Construc- tion Company, Inc., El Paso, Texas	237,750.00	131,250.00	27,750.00	13,500.00	22,000.00	35,750.00	16,750.00	63,750.00	5%
F. A. Villalba and Company, El Paso, Texas	248,657.00	143,000.00	26,547.00	13,909.00	23,063.00	23,916.00	14,921.00	68,206.00	5%

19. DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL):  
 CENTRAL DATA ACQUISITION SYSTEM (PROJECT NO. 303-324) - RECOMMENDED  
 AWARD OF CONTRACT TO POWERS REGULATOR COMPANY, DALLAS, TEXAS, AND  
 ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authori-  
 zation given at the Regents' Meeting held December 13, 1974, bids  
 were called for and were received, opened and tabulated on December 2,  
 1975, as shown below, for the installation of a Central Data  
 Acquisition System at the Dallas Health Science Center:

	F & M Systems Co., Div. of Fischbach & Moore, Inc., Dallas, Texas	Honeywell, Inc., Dallas, Texas	Johnson Con- trols, Inc., Carrollton, Texas	Powers Regu- lator Co., Dallas, Texas
Base Bid	\$285,459.00	\$271,690.00	\$325,400.00	\$164,960.00
Add Alter- nates:				
No. 1	43,298.00	30,204.00	42,400.00	30,295.00
No. 2	71,121.00	62,938.00	88,300.00	52,740.00
No. 3	28,648.00	18,950.00	33,000.00	20,875.00
No. 4	25,638.00	20,111.00	30,300.00	18,790.00
No. 5	46,487.00	40,219.00	57,300.00	30,368.00
No. 6	118,982.00	81,581.00	134,000.00	79,960.00
No. 7	66,258.00	55,946.00	117,000.00	68,145.00
No. 8	69,607.00	48,143.00	84,300.00	38,800.00
No. 9	112,990.00	79,246.00	127,000.00	74,230.00
No. 10	15,214.00	9,637.00	16,700.00	8,600.00
No. 11	13,242.00	8,302.00	20,700.00	5,510.00
No. 12	20,093.00	14,233.00	25,600.00	11,640.00
No. 13	15,651.00	13,363.00	23,300.00	11,240.00
Bidder's Bond	10%	5%	5%	5%

This project provides for the installation of a Central Data Acquisition System located in the Physical Plant Building with connections to classroom laboratory and office buildings on the Campus to monitor and control air conditioning systems, critical research projects in environmental rooms, fire detection systems, and data for energy conservation. The award of all alternates would provide for the extension of the data acquisition system to each of the thirteen major facilities of the Campus.

Based on the low bid, the revised total project cost is \$653,574.00, of which \$550,000.00 in previously appropriated funds is available for award to the low bidder. Additional funds are available from a federal grant and from unexpended plant funds to permit award of the entire project.

President Sprague and System Administration recommend that the Board:

- a. Subject to approval of Federal Granting Agencies, award a contract for the installation of a Central Data Acquisition System at the Dallas Health Science Center to the low bidder, Powers Regulator Company, Dallas, Texas, as follows:

Base Bid	\$164,960.00
Add Alternates:	
No. 1	30,295.00
No. 2	52,740.00
No. 3	20,875.00
No. 4	18,790.00
No. 5	30,368.00
No. 6	79,960.00
No. 7	68,145.00
No. 8	38,800.00
No. 9	74,230.00
No. 10	8,600.00
No. 11	5,510.00
No. 12	11,640.00
No. 13	<u>11,240.00</u>
 Total Recommended Contract Award	 <u>\$616,153.00</u>

- b. Approve a total project cost of \$653,574.00 to cover the recommended contract award, fees and miscellaneous expenses
- c. Appropriate additional funds in the amount of \$35,000.00 from Dallas Health Science Center Unexpended Plant Funds to cover the total project cost, \$550,000.00 having been previously appropriated and \$68,574.00 having been made available from DHEW Grant No. 06C-48-0034-PEC05 (formerly No. 1C05-CF-04053-01).

20.

HOUSTON HEALTH SCIENCE CENTER (HOUSTON MEDICAL SCHOOL): PHASE III (PROJECT NO. 701-146) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ROCKFORD FURNITURE AND CARPETS, AUSTIN, TEXAS; EDUCATIONAL AND INSTITUTIONAL COOPERATIVE SERVICE, INC., DALLAS, TEXAS; ABEL CONTRACT FURNITURE AND EQUIPMENT COMPANY, INC., AUSTIN, TEXAS; AND CENTRAL DISTRIBUTING COMPANY, INC., SAN ANTONIO, TEXAS.-- Specifications for Furniture and Furnishings for the Phase III Building at The Houston Medical School at The University of Texas Health Science Center at Houston were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on November 25, 1975, as shown on the attached sheet.

One bidder (Abel) proposed items, in Base Proposal A, which were not approved by addendum, and thus this proposal could not be considered as a valid bid.

It is recommended by President Berry and System Administration that award of contracts be made to the lowest acceptable bidders, as follows:

Rockford Furniture and Carpets, Austin, Texas

Base Proposal A (Systems Furn.)	\$196,247.65	
Deduct Alternate #1 (early delivery)	<u>12,686.48</u>	\$183,561.17
Base Proposal B (Desks and Files)	220,850.53	
Deduct Alternate #2 (early delivery)	<u>6,800.14</u>	214,050.39
Base Proposal C (Bookcases)	69,009.30	
Deduct Alternate #3 (early delivery)	<u>2,591.63</u>	
		<u>66,417.67</u>
Total Recommended Contract Awards to Rockford Furniture & Carpets		464,029.23

Educational and Institutional Cooperative Service,  
Inc., Dallas, Texas

Base Proposal D (Office Chairs)	47,918.53	
Deduct Alternate #4 (early delivery)	<u>5,817.59</u>	42,100.94

Abel Contract Furniture and Equipment  
Company, Inc., Austin, Texas

Base Proposal E (General Office Furn.) (No alternate quoted)		85,060.82
---	--	-----------

Central Distributing Company, Inc.,  
San Antonio, Texas

Base Proposal F (Storage Units)	77,969.00	
Deduct Alternate #6 (early delivery)	<u>3,351.00</u>	<u>74,618.00</u>

Grand Total Recommended Contract Awards \$665,808.99

The funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

FURNITURE AND FURNISHINGS FOR PHASE III BUILDING, THE UNIVERSITY OF TEXAS MEDICAL SCHOOL AT HOUSTON  
 Bids Received at 2:00 P. M., November 25, 1975, at the Office of Facilities Planning and Construction,  
 The University of Texas System, Austin, Texas

Bidder	Base Bid "A"	Deduct Alternate No. 1 to Base Bid "A"	Base Bid "B"	Deduct Alternate No. 2 to Base Bid "B"	Base Bid "C"	Deduct Alternate No. 3 to Base Bid "C"	Base Bid "D"	Deduct Alternate No. 4 to Base Bid "D"	Base Bid "E"	Deduct Alternate No. 5 to Base Bid "E"	Base Bid "F"	Deduct Alternate No. 6 to Base Bid "F"
Abel Contract Furn. and Equip. Co., Inc., Austin, Texas	\$179,933.00	\$ ---	\$228,840.25	\$ 6,532.36	\$67,916.00	\$ ---	\$47,172.47	\$1,295.21	\$ 85,060.82	\$ ---	\$ 79,162.58	\$ 2,202.50
Austin Metal Prod- ucts Co., Inc., Austin, Texas	---	---	---	---	76,654.00	4,289.00	---	---	---	---	---	---
Bennett Printing Co., Dallas, Texas	209,150.63	13,919.76	266,268.64	---	No Bid	---	46,876.37	2,062.06	90,680.81	66.66	108,420.59	10,334.13
Central Dist. Co., San Antonio, Texas	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	77,969.00	3,351.00
Dallas Office Sup. - Div. of Clarke and Courts, Inc., Dallas, Texas	No Bid	No Bid	232,376.16	6,671.28	72,163.05	3,195.80	47,253.11	1,357.59	127,631.80	4,502.00	79,162.58	2,224.88
Controlled Buying Systems, Inc., Dallas, Texas	No Bid	---	No Bid	---	70,178.29	3,146.00	No Bid	---	No Bid	---	No Bid	---
Edu. and Instit. Coop. Serv., Inc., Dallas, Texas	No Bid	---	248,736.74	31,708.89	---	---	47,918.53	5,817.59	---	---	97,698.82	13,422.36
Finger Off. Furn., a Div. of Finger Furn. Co., Inc., Houston, Texas	201,923.95	13,503.84	No Bid	---	70,691.30	3,162.16	45,768.76	1,964.97	129,183.57	4,632.70	77,488.68	None
Rockford Furn. and Carpets, Austin, Texas	196,247.65	12,686.48	220,850.53	6,800.14	69,009.30	2,591.63	44,835.17	1,714.69	90,246.03	2,777.57	82,087.50	6,413.68
Stationers, Inc., Houston, Texas	No Bid	N/A	240,357.00	6,000.00	74,551.49	3,100.00	48,641.00	1,240.00	133,746.00	5,400.00	82,968.50	2,100.00

Each bidder submitted with his bid a bidder's bond in the amount of 5% of the greatest amount bid except that Controlled Buying Systems Inc., submitted a Cashier's Check in the amount of \$4,000.00.

B & G - 20

21. HOUSTON HEALTH SCIENCE CENTER - PUBLIC HEALTH SCHOOL - PHASE II BUILDING: WITHDRAWN

22. SAN ANTONIO HEALTH SCIENCE CENTER (SAN ANTONIO DENTAL SCHOOL): CAFETERIA AND OTHER SUPPORT FACILITIES (PROJECT NO. 403-314) - RECOMMENDED AWARD OF CONTRACT TO WALLACE L. BOLDT, GENERAL CONTRACTOR, INC., SAN ANTONIO, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authorization given at the Regents' Meeting held October 24, 1975, bids were called for and were received, opened, and tabulated on December 4, 1975, as shown below, for the Cafeteria and Other Support Facilities at the San Antonio Health Science Center:

Bidder	Base Bid	Add Alternate No. 1	Bidder's Bond
Wallace L. Boldt, General Contractor, Inc., San Antonio, Texas	\$1,359,433	\$229,933	5%
J. K. Butler Builders, Inc., San Antonio, Texas	1,378,500	235,893	5%
Goolsby Building Corporation, Temple, Texas	1,536,135	261,858	5%
Guido Brothers Construction Company, San Antonio, Texas	1,377,999	228,999	5%
Joeris and Clauss Construction Company, San Antonio, Texas	1,413,000	232,000	5%
B. J. Larvin, General Contractor, Inc., Houston, Texas	1,560,572	251,119	5%
Mesquite Construction, Inc., San Antonio, Texas	1,364,889	226,898	5%
Prassel Construction Company, San Antonio, Texas	1,362,301	230,177	5%
Rucker Construction Company, Inc., Dallas, Texas	1,568,051	248,147	5%
Scott and Jennison, Inc., San Antonio, Texas	1,382,000	228,700	5%
Robert L. Scott, Inc., San Antonio, Texas	1,457,000	231,900	5%
Wilmac Constructors, Inc., Houston, Texas	1,500,000	222,000	5%

This project provides approximately 24,000 square feet between the Dental School and School of Nursing Buildings to house the Cafeteria and Security Services.

Because of unexpected cost escalation, additional funds are needed to cover both the award of the Base Bid and the Securities Services Alternate and also to establish acceptable allowances for furnishings and equipment.



President Harrison and System Administration recommend that the Board:

- a. Award a contract for the construction of the Cafeteria and Other Support Facilities at the San Antonio Health Science Center to the low bidder, Wallace L. Boldt, General Contractor, Inc., San Antonio, Texas, as follows:

Base Bid	\$1,359,433.00
Add Alternate No. 1 (Security Services)	<u>229,933.00</u>
Total Recommended Contract Award	<u>\$1,589,366.00</u>

- b. Approve a revised total project cost of \$1,750,000.00 to cover the recommended contract award, fees, furniture, equipment, contingencies, and miscellaneous expenses
- b. Appropriate additional funds in the amount of \$150,000.00 from San Antonio Health Science Center Unexpended Plant Funds to cover the total project cost, \$1,600,000.00 having been previously appropriated.

23. UNIVERSITY CANCER CENTER (M. D. ANDERSON): ENVIRONMENTAL SCIENCE PARK AT SMITHVILLE (BUESCHER DIVISION) INITIAL FACILITY (PROJECT NO. 703-254) - RECOMMENDED AWARD OF CONTRACT TO ROBERT C. GRAY CONSTRUCTION COMPANY, AUSTIN, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authorization given at the Regents' Meeting held July 25, 1975, bids were called for and were received, opened, and tabulated on December 9, 1975, as shown on attached sheet for the Initial Facility at the Environmental Science Park at Smithville (Buescher Division) of The University of Texas System Cancer Center (M. D. Anderson).

The recommended award for the Initial Facility consists of approximately 33,000 gross square feet for the Conference Center, Research Laboratory Space and related service and support functions. An analysis of the eleven bids received indicates satisfactory competition among interested bidders. The bids reflected unexpected cost escalation and concern for construction in the remote and isolated site.

President Clark and System Administration recommend that the Board:

- a. Subject to approval of Federal Granting Agencies, award a contract in the amount of \$2,387,000.00 to the low bidder, Robert C. Gray Construction Company, Austin, Texas, for the construction of the Initial Facility at the Environmental Science Park (Buescher Division) of the University Cancer Center (M. D. Anderson)
- b. Approve a revised project cost of \$2,850,183.00 to cover the recommended construction contract award, construction contingency, fees, furnishings, equipment and miscellaneous project expenses
- c. Appropriate additional funds in the amount of \$354,252.00 from Account 106751, Unappropriated Balance, Unexpended Plant Funds (M. D. Anderson Hospital Account), \$2,505,000.00 having been previously appropriated.

INITIAL FACILITY FOR ENVIRONMENTAL SCIENCE PARK AT SMITHVILLE, BUESCHER DIVISION  
THE UNIVERSITY OF TEXAS CANCER CENTER (M. D. ANDERSON)

Bids Received at 2:00 P. M., December 9, 1975, at the Office of Facilities  
Planning and Construction, The University of Texas System, Austin, Texas

Bidder	Base Bid	Alter. No. 1	Deduct Alternates			Alternate No. 5	Deduct Alternates				Add Alter- nate No. 10
			No. 2	No. 3	No. 4		No. 6	No. 7	No. 8	No. 9	
J. C. Evans Construction Company, Inc., Austin, Texas	\$2,687,000	No Chg.	\$4,000	\$35,000	\$ 8,500	\$ + 1,500	\$13,000	\$15,000	\$ 5,000	\$60,000	\$1,488,750
Faulkner Construction Company, Austin, Texas	2,520,000	\$- 500	3,000	5,000	10,000	+ 3,000	14,000	17,000	14,000	75,000	1,390,000
Fleetwood Construction Company, Inc., Houston, Texas	2,549,967	-3,000	No Bid	No Bid	7,000	No Change	14,000	14,000	No Bid	57,000	1,481,000
Robert C. Gray Construction Company, Austin, Texas	2,387,000	-3,600	5,300	15,300	8,000	- 1,000	15,000	23,400	12,000	56,000	1,252,000
Hill Engineering, Inc., Houston, Texas	2,550,000	-3,930	4,400	10,014	14,500	-12,000	28,000	14,438	22,292	49,000	1,394,000
B. L. McGee, Inc. and B. L. McGee Construction Company, Joint Venture, Austin, Texas	2,629,000	- 500	4,000	5,500	9,000	+ 3,000	12,000	14,000	9,300	78,000	1,484,000
Chas. M. Morton Construction Company, Austin, Texas	2,749,000	-1,000	1,750	38,000	23,000	- 3,000	25,000	14,500	10,800	61,000	1,543,000
Ricks Construction Company, Inc., Austin, Texas	2,623,700	-1,825	4,500	4,000	9,500	+ 2,560	17,800	16,000	11,800	65,000	1,478,000
Spaw-Glass, Inc., Houston, Texas	2,463,700	-1,500	3,200	28,600	11,500	- 4,200	21,000	7,400	11,000	61,000	1,348,000
T & L Construction Company, Houston, Texas	2,492,085	+2,407	3,347	1,580	11,424	- 1,095	17,028	15,315	21,370	41,908	1,378,710
Thomas Construction Company, Inc. of Missouri, Houston, Texas	2,530,000	-3,540	1,800	16,240	11,000	- 4,000	20,000	23,000	10,285	49,000	1,500,000

Each bidder submitted with his bid a bidder's bond in the amount of 5% of the greatest amount bid.

**Medical Affairs  
Committee**

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**MEDICAL AFFAIRS COMMITTEE**  
Committee Chairman Nelson, Presiding

Date: December 12, 1975

Time: Following the Meeting of the Buildings and Grounds Committee

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

	<u>Page</u> <u>MED</u>
1. Galveston Medical Branch: Proposed By-Laws for "The Senior Study Group of The University of Texas Medical Branch at Galveston, Texas"	Below
2. Galveston Medical Branch: Proposed Affiliation Agreement with Medical and Surgical Clinic Associates, La Marque, Texas (Resident Training in Family Medicine)	9
3. San Antonio Health Science Center (San Antonio Dental School): Proposed Affiliation Agreement with Santa Rosa Medical Center, San Antonio, Texas	14
4. System Nursing School: Proposed Affiliation Agreements with: (a) Nolan High School, (b) St. Andrew's Interparochial School and (c) St. Peter and Paul Parochial School, Fort Worth, Texas; (d) El Paso State Center for Human Development, (e) LaFe Centro De Salud Familiar, (f) St. Margaret's Center for Children and (g) Southwestern General Hospital, El Paso, Texas; and (h) Moody House, Inc. d/b/a Turner Geriatric Center, Galveston, Texas	20

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Documentation

1. Galveston Medical Branch: Proposed By-Laws for "The Senior Study Group of The University of Texas Medical Branch at Galveston, Texas."--(Pages MED - 1 through MED - 8g)

System Administration concurs in the recommendation of President Levin that the By-Laws for the Senior Study Group of The University of Texas Medical Branch at Galveston, set out below, be approved.

The Senior Study Group consists of those senior faculty members of the Medical Branch on emeritus or modified service who desire to continue to identify with the programs of the Medical Branch. The specific purposes of the group are set out in Article II of the By-Laws and include: assistance in recruitment, solicitation of private funds, advice in teaching methods, and encouragement of continuing productivity by the senior faculty. \*

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\*This group was established on September 20, 1968.

SENIOR STUDY GROUP  
THE UNIVERSITY OF TEXAS MEDICAL BRANCH  
GALVESTON, TEXAS

BY-LAWS

PREAMBLE

The trend to retire individuals at an increasingly younger age emphasizes the need to conserve for society and posterity the talents of those who have spent many years acquiring highly specialized information so long as productivity remains.

Furthermore, it is proper to preserve the dignity of these individuals with a sense of worth and identity especially since the salvage will follow automatically if the opportunity to perform is extended by merely making adequate facilities available within the structure of the University.

Recognizing that these ends can best be attained by coordinated action, the emeritus professors and others on modified service do hereby organize themselves into a Study Group which will be self-supporting and will operate in accordance with Rules and Regulations as approved by the Board of Regents of The University of Texas System.

ARTICLE I

NAME

This organization shall be "The Senior Study Group of The University of Texas Medical Branch at Galveston, Texas."

ARTICLE II

PURPOSE

The purpose of The Senior Study Group shall be:

1. To establish a group with which the individual staff members of The University of Texas Medical Branch who have attained emeritus or modified service status may identify to provide a life-time program and be an asset to total recruitment.

2. To initiate and maintain self-government, as an entity of The University of Texas Medical Branch.
3. To maintain lines of communication with the administration and other component parts of the Medical Branch.
4. To solicit funds in coordination with the Development Office for support of the activities of The Senior Study Group.
5. To establish Senior Study Group Accounts within The University of Texas Medical Branch.
6. To encourage the establishment of charitable investments by individuals for their support.
7. To acquire and/or utilize facilities through The University of Texas Medical Branch to further the academic activities of The Senior Study Group.
8. To act as consultants -- academic, research and clinical.
9. To advise and guide graduate students, coordinating through the Dean of the Graduate School of Bio-medical Sciences.
10. To encourage continuing productivity of the senior faculty.
11. To foster interdisciplinary activities with other departments.
12. To study new approaches and techniques in education, acting in an advisory capacity to the deans.

### ARTICLE III

#### MEMBERSHIP

1. Qualifications: Any member of the Faculty of The University of Texas Medical Branch at Galveston, Texas becomes eligible for membership upon retirement from the active faculty of the Medical Branch; or any member who acquired modified status or shall have been retired from an administrative position. Individuals from other medical schools having comparable qualifications may be invited to apply for membership by the Executive Committee of The Senior Study Group.

2. Application for Membership: Application for membership shall be in writing to the Executive Committee of The Senior Study Group. Membership is automatic upon receipt of such application from eligible members of the Faculty of The University of Texas Medical Branch. Applications from retired faculties of other Medical Schools will be received by the Executive Committee of The Senior Study Group for review and after establishment of eligibility will be submitted to the Membership of The Senior Study Group for approval by two-thirds affirmative vote to recommend the applicant to the Dean of the Medical Branch for approval by the President. This appointment shall not, of itself, alter any other appointment held by the appointee.

3. Terms of Appointment: Continuing membership in The Senior Study Group shall require annual formal appointment by the President upon recommendation of the Chairman of The Senior Study Group and the Dean of The University of Texas Medical Branch. Should The Senior Study Group desire the separation of a member, it shall make this recommendation to the Dean and the President.

#### ARTICLE IV

##### OFFICERS AND COMMITTEES

1. Officers: The Officers of The Senior Study Group shall be a Chairman, Vice-Chairman and Secretary-Treasurer. Officers shall be elected at the annual meeting of The Senior Study Group and shall hold office until successors are elected. The Chairman shall call and preside at all meetings. He shall be a member of all standing committees. He shall be Chairman of the Executive Committee and the Finance Committee. The Chairman shall represent The Senior Study Group on matters of concern to the Executive Committee of the Faculty of The University of Texas Medical Branch, and the official relation of the Chairman to the

Committee will be determined by the Executive Committee of the Faculty. The Vice-Chairman, in the absence of the Chairman, shall assume the authority and duties of the Chairman. The Secretary-Treasurer shall keep accurate minutes of all meetings, attend to all correspondence and serve as Secretary-Treasurer of the Finance Committee. Vacancies shall be filled by elections at special called meetings.

2. Committees: Committees shall be standing and special. All committees, other than the Executive Committee and the Finance Committee, shall be appointed by the Chairman. The Executive Committee shall consist of the Group Chairman, who shall serve as Chairman, the Vice-Chairman, the Secretary-Treasurer, who shall serve as Secretary, and two members elected at large at the annual meeting. The Finance Committee shall have the same membership as the Executive Committee. The Group Chairman shall serve as Chairman and the Secretary-Treasurer shall serve as Secretary-Treasurer. The Executive Committee shall coordinate the activities and general policies of The Senior Study Group under the limitations imposed by The Group. The Executive Committee shall meet at least quarterly, maintain a permanent record of its proceedings and actions and circulate the minutes of each meeting to all members of The Senior Study Group within ten days of the date of the meeting. The Executive Committee shall act as a Credentials Committee in conformity with Article III, Section 2. The Finance Committee shall report its proceedings to the Executive Committee in written form. It shall be charged with the responsibility of developing a fiscal structure according to Article II, Sections 5, 6 and 7 utilizing the special permission granted The Senior Study Group in Article II, Section 4 above, to solicit funds and support with the aid of the Office of Development. Furthermore, it shall recommend an annual budget to the Dean of Medicine.



## ARTICLE V

### MEETINGS

1. Regular Meetings: Regular meetings of The Senior Study Group shall be held on the last Tuesday of September and March of the academic year. The place of meeting shall be in Galveston as designated by the Chairman. Questions of procedure shall be decided in accordance with Roberts' Rules of Order.

2. The Annual Meeting: The annual meeting shall be on the last Tuesday in September which is the first regular meeting of the academic year. The Chairman of The Senior Study Group shall give a summary report on the activities of the Executive Committee and of the Finance Committee. The Chairmen of each of the other standing committees shall give summary reports of their respective activities. As the last item of New Business, Officers for the current year shall be elected. The newly elected Chairman shall assume the Chair, make pertinent remarks and announcements and request a motion for adjournment.

3. Special Meetings: Special meetings of The Senior Study Group may be called at any time by the Chairman, who shall also be obligated to call a special meeting at any time requested by three members of The Senior Study Group. Notice of such meetings by the Chairman shall be mailed at least forty-eight hours before the set time for the meeting stating the purpose of the meeting to which it shall be limited.

4. Quorum: Half of the membership of The Senior Study Group will constitute a quorum for transaction of business. Unless contested from the floor, it shall be considered that a quorum is present.

5. Agenda: The agenda at any regular meeting shall be:

A. Business

- (1) Call to order.
- (2) Reading of the minutes of the last regular meeting and all interval special meetings.
- (3) Unfinished business.
- (4) Communications.
- (5) Reports of standing and special committees.
- (6) New business.

B. Adjournment

The agenda at special meetings shall be:

- A. Reading of the notice calling the meeting.
- B. Discussion and disposition of the business for which the meeting was called.
- C. Adjournment.

## ARTICLE VI

### RULES AND REGULATIONS

The Senior Study Group shall adopt such rules and regulations as may be necessary for its proper conduct. Such rules and regulations shall become effective when adopted at a regular meeting of The Senior Study Group and approved by the Dean of Medicine and the President.

## ARTICLE VII

### AMENDMENTS

The By-Laws of The Senior Study Group of The University of Texas Medical Branch may be amended after submitting the amendment in writing to the Chairman. Such amendments must be proposed and read at the next meeting of The Senior Study Group and are to be voted upon at the following meeting (these meetings may be called meetings) and shall become effective immediately if approved by a two-thirds vote of those voting, a quorum being present, and subject to approval of the Dean of Medicine and the President.

## ARTICLE VIII

Any staff member of The University of Texas Medical Branch may contribute to a charitable trust in his own name. A separate accounting of the charitable trust will be maintained for the following purposes: the earned surplus and capital gains will be added to the capital for investment and reinvestment. However, the minimum required by law must be paid to the donor annually so long as he lives, and then to a single beneficiary designated by the donor. The residual of this trust then passes directly to The Senior Study Group Accounts in perpetuity.

Since the donor retains only a small fraction of the benefits from his contributions, the donor will be eligible for income tax benefits at the time of contribution, depending also upon the age of the named beneficiaries.

In the event a faculty member leaves the University of Texas Medical Branch, he or she will continue to participate in the above benefits and may continue to contribute to his or her capital account.

Copies of a suggested Declaration of Trust and a Unitrust Agreement are attached to these By-Laws. (Pages MED - 8a - 8g)

DECLARATION OF TRUST

THE STATE OF TEXAS       X  
                              X     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF GALVESTON     X

ARTICLE I -- NAME

The name of this trust shall be "The Senior Study Group Trust Fund" of The University of Texas Medical Branch at Galveston.

ARTICLE II -- PURPOSES OF TRUST FUND

The fund will be used to provide support for the activities of The Senior Study Group of The University of Texas Medical Branch at Galveston. Acceptable contributions will be treated irrevocably and forever as unexpendable capital for investment by the Board of Regents of The University of Texas System as an individual account to generate income and capital gains which shall be treated as capital. It is anticipated that a significant fraction of donations will take the form of Charitable Remainder Trusts which will be treated as requested by donor such as gifts for specific purposes. The fund will serve to attract and maintain a well-trained, full-time teaching faculty since it provides a program beyond retirement.

No part of the trust estate or the income therefrom shall ever be used to influence or attempt to influence legislation, or carry on propaganda. No part of its assets, receipts or income shall ever become a part of The University of Texas Permanent Fund or be subject to legislative appropriation; nor shall the Legislature have the power or in anywise change the purpose of the trust or to divert such donation, fund or property from the purposes set out.

### ARTICLE III -- SOURCE OF FUNDS

The sources of income for this trust fund will be:

1. Contributions and gifts accepted from practitioners and the general public interested in The Senior Study Group. Contributions will also be accepted from staff members of The University of Texas Medical Branch at Galveston.
2. Donations and grants from persons, foundations, corporations or other legally constituted associations.

### ARTICLE IV -- TRUSTEES

The trustees shall be the members of the Board of Regents of The University of Texas System or their successors.

The trustees may alter or amend this instrument from time to time, provided that no alteration or amendment shall change the purposes of this trust or divert its assets, receipts, or income from The University of Texas Medical Branch at Galveston or to purposes other than those expressed herein.

No trustee shall be required to give or provide any bond for the faithful performance of his duties or for any other purpose.

### ARTICLE V -- ADMINISTRATION OF FUND

The situs of the administration of the trust hereby created is fixed in Texas, and it is directed that in respect to the administration, construction and validity of the trust the laws of the State of Texas shall control. To carry out the purposes of this trust, in addition to the authority, rights, privileges and powers elsewhere herein conferred upon and vested in the trustees and those now or hereafter conferred by law, the trustees shall also have the following authority, rights, privileges and powers:

The trustees shall have all of the rights given to trustees of express trusts by the Texas Trust Act. The trustees are empowered to hold, manage, control, collect, administer and use, invest and reinvest the property, real personal and mixed, now or hereafter belonging to or included in the trust estate as long as the trustees may deem retention to be in the best interests of the trust and to expend and use the corpus and income pursuant

to the purposes of the trust. The trustees are empowered to sell, exchange, assign, grant and convey the whole or any part of the trust estate, and shall have the power to invest and reinvest the trust estate in property of any description whatsoever, but no investment shall jeopardize the purposes herein set forth. The trustees shall have all such additional powers, rights and privileges as may be reasonably necessary for the faithful administration of the trust, and this instrument shall always be construed in favor of the validity of any act or omission by or of the trustees.

The execution of this instrument pursuant to appropriate action by the Board of Regents of The University of Texas shall constitute acceptance by the trustees of this trust.

ARTICLE VI -- DISTRIBUTION OF ASSETS UPON DISSOLUTION

In the event this trust fund is dissolved the assets of this trust will become the property of The University of Texas Medical Branch at Galveston to be invested or to be directly applied to The Senior Study Group. In the event such utilization is impossible the Board of Regents of The University of Texas will be authorized to redesignate the purpose of this fund.

IN WITNESS WHEREOF, we have hereunto set our hands as trustees of The Senior Study Group Trust Fund of The University of Texas Medical Branch at Galveston, thereunto duly authorized, this the \_\_\_\_\_ day of \_\_\_\_\_, 1975.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRUSTEES

UNITRUST AGREEMENT

PAYING STATED PERCENT OR ACTUAL INCOME,  
WHICHEVER IS LOWER. TRUSTEE DOES NOT  
MAKE UP ANY DEFICITS FROM PRIOR YEARS -  
"PLAN 1"

UNITRUST AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, between JOHN DOE residing at 100 Main Street, Austin, Texas,  
(hereinafter called the "Donor") and the Board of Regents of The  
University of Texas System (hereinafter called the "Trustee").

1. The Donor transfers and delivers to the Trustee the pro-  
perty described in the annexed Schedule "A". This property and  
all receipts of every kind shall be managed and invested by the  
Trustee as a single fund (hereinafter called the "Unitrust").

2. (A) During the lifetime of the Donor, the Trustee shall  
pay him (in cash, in kind, or partly in each) in equal quarterly  
installments on the last day of March, June, September and December  
(the first installment to be on the last day of the month of  
\_\_\_\_\_, 19\_\_\_\_), not less than five percent (5%) of the  
net fair market value of the Unitrust assets, determined annually.  
The Unitrust assets shall be valued on the first day of each tax-  
able year. Except for short taxable years, the amount described  
in this paragraph 2(A) shall be paid to the Donor during every  
taxable year of the Unitrust for his lifetime.

(B) The first taxable year of the Unitrust begins with  
the date of this Agreement and shall end on December 31, 19\_\_\_\_.  
Subsequent taxable years shall be on a calendar year basis. During  
any short taxable years the amount which must be paid under para-  
graph 2(A) shall be a fraction of such amount, of which the  
numerator is the number of days in the taxable year of the Unitrust  
and of which the denominator is 365 (366 if February 29th is a day  
included in the numerator). Notwithstanding the foregoing, the  
payments to Donor shall cease with the quarterly installment next  
preceding his death.

(C) The Donor may, from time to time, add property  
acceptable to the Trustee to the Unitrust. In such case, for the

purposes of the taxable year of the Unitrust in which the additional contribution is made:

- (1) The additional property shall be valued at the time of contribution, and
- (2) The amounts described in paragraphs 2(A) and 2(B) shall be computed by multiplying not less than five percent (5%) by the sum of (a) the net fair market value of the Unitrust assets (excluding the additional property as of the valuation date including any earned income from and any appreciation on such property) and (b) that proportion of the value of the additional property (that was excluded under subdivision (a) of this subparagraph) which the number of days (including the day of transfer) remaining in the taxable year of the Unitrust bears to the total number of days in that taxable year of the Unitrust.

(D) Notwithstanding the provisions of paragraphs 2(A), 2(B) and 2(C) the Trustee shall pay the Donor for any year the amount of the Unitrust income (as determined under Section 643(b) of the Internal Revenue Code and the regulations thereunder), if that amount is less than the amount required to make up any deficit from preceding years if in future years the actual income exceeds the stated percentage. Any payments required by this subparagraph (D) shall be made in as nearly equal quarterly installments as is practicable.

(E) If the net fair market value of the Unitrust assets is incorrectly determined, the Unitrust shall pay to the Donor, in the case of an undervaluation, or be repaid by the Donor, in the case of an overvaluation, an amount equal to the difference between the amount which the Unitrust should have paid if the correct value were used and the amount which the Unitrust actually



paid, within a reasonable period after the final determination of such value.

(F) Upon the Donor's death this Agreement shall terminate and the then assets of the Unitrust and any accruals shall be paid to The Senior Study Group Trust of The University of Texas Medical Branch at Galveston for its purposes. If The Senior Study Group of The University of Texas System is not an organization described in Section 170(c) of the Internal Revenue Code (hereinafter called "Code") at the time when any amount is to be irrevocably transferred to it, the Trustee shall transfer such amount to one or more organizations which are described in Code Section 170(c) selected by it and in such shares as it shall determine.

3. In computing the net fair market value of the Unitrust assets there shall be taken into account all accrued assets and accrued liabilities. If a payment date falls on a valuation date, the amount of the payment shall be excluded from the net fair market value. All determinations of the Unitrust's net fair market value shall be in accordance with generally accepted fiduciary accounting principles and any United States Treasury regulations and Internal Revenue Service rulings, procedures and guidelines (hereinafter collectively called "Treasury requirements") governing charitable remainder unitrusts. In any conflict Treasury requirements shall prevail over generally accepted fiduciary accounting principles and any inconsistent provisions of this Agreement.

4. In addition to the powers conferred upon it by law, the Trustee is authorized to retain the property described in Schedule "A", or may sell the property, invest and reinvest the Unitrust in any kind of property, without diversification as to kind or amount and without regard to the limitations imposed by law on investments, except that it may not invest in assets which do not have an objective, ascertainable market value, such as real estate or stock in a closely held corporation.

5. The Trustee shall not receive compensation for services rendered under this Agreement. No bond or other security shall be required of the Trustee in any jurisdiction.

6. In creating this Unitrust, Donor intends to obtain the full benefit of any income, gift and estate tax charitable contribution deduction to which he (and his estate) may be entitled under the Code for the Unitrust to qualify as a charitable remainder unitrust under Code Section 664 and the regulations thereunder. Accordingly, this Unitrust shall be interpreted, valued, managed and invested consistent with the Donor's intent. Without limiting the generality of the foregoing, the Trustee is specifically directed not to (1) engage in act of self-dealing as defined in Code Section 4941(d), (2) retain any excess business holdings as defined in Code Section 4943(c), (3) make any investment which jeopardizes the Unitrust charitable purposes as defined in Code Section 4944, or (4) make any taxable expenditure as defined in Code Section 4945)d).

7. This Agreement is irrevocable.

8. This Agreement is made pursuant to, and shall be interpreted in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

\_\_\_\_\_  
JOHN DOE

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

(Seal)

By: \_\_\_\_\_  
Chairman

[Add appropriate acknowledgements and Schedule "A"(Description of property)]

2. Galveston Medical Branch: Proposed Affiliation Agreement with Medical and Surgical Clinic Associates, La Marque, Texas (Resident Training in Family Medicine). --

(Pages MED - 10 through MED - 13)

The affiliation agreement set out below provides guidelines for the training of residents from the Galveston Medical Branch at the Medical and Surgical Clinic in La Marque in family medicine. The agreement contains the approved hold harmless clause.

System Administration concurs in Dr. Brandt's and President Levin's recommendation, contained in the letter set out below, that the affiliation agreement be approved and that the Chairman of the Board of Regents be authorized to execute the document.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH  
GALVESTON, TEXAS 77550

October 17, 1975

Office of the Dean of Medicine

(713) 765-2671

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

OCT 21 1975

Mr. E. D. Walker  
Deputy Chancellor  
THE UNIVERSITY OF TEXAS SYSTEM  
601 Colorado Street  
Austin, TX 78701

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

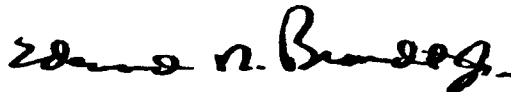
Dear Mr. Walker:

Permission is respectfully requested for addition of the enclosed affiliation agreement (two originals) for the agenda of the next meeting of the Board of Regents.

The proposed agreement is between the Department of Family Medicine, The University of Texas Medical Branch at Galveston and the Medical and Surgical Clinic Associates, La Marque, Texas. Its purpose is to increase professional contact between the Clinic and the Department with the goal of collaborative approaches to community family medicine problems and to acquaint Medical Branch residents with a community private clinic setting.

I urge your approval of this request.

Sincerely,

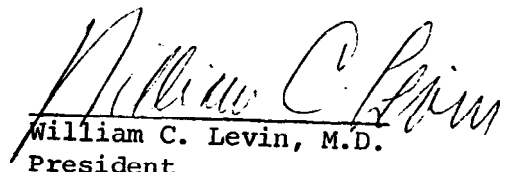


Edward N. Brandt, Jr., M.D., Ph.D.  
Dean of Medicine

ENB:elf

2 Enclosures

APPROVED:



William C. Levin, M.D.  
President

AFFILIATION AGREEMENT

STATE OF TEXAS            Ø  
                                  Ø  
COUNTY OF GALVESTON   Ø

This AGREEMENT is executed on \_\_\_\_\_, 1975 between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas Medical Branch at Galveston, Department of Family Medicine, hereinafter referred to as "the Department," and Medical and Surgical Clinic Associates, La Marque, Texas, hereinafter referred to as "the Clinic."

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the Department be given the opportunity to utilize the Clinic for educational purposes to wit:

To increase professional contact between the Clinic medical staff and the faculty of the Department with the goal of collaborative approaches to community family medicine problems.

To acquaint residents with a community private clinic setting.

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties to this agreement agree as follows:

1.   General Information

A.   The Clinic has a large volume of patients whose treatment is oriented around the concepts of family medicine. The Clinic physicians have an excellent reputation and a long history of following the concepts of family medicine in their patient management. They will serve as proper teachers and examples to Family Medicine residents. The Clinic provides an off-campus physical setting



---

# Houston Oaks

P.14 - you are Chairman  
Mendale Stage Coach  
Jen

which will serve as a prototype in which a family practitioner will function. Such a facility with all of its component parts will serve as a complement to the model clinic training and significantly broaden the Family Medicine resident's clinical experience. The affiliation will be developed on a preceptoral basis for resident physicians in a manner that will strengthen the teaching program for the resident in the Department. The affiliation will also serve as a resource to be utilized by the Department in evaluating the validity, quality, and care of its total curriculum. By serving as a prototype in the training of family practitioners, the affiliation will serve as a model for the development of other such affiliations, with an overall goal of providing more family practitioners for the citizens of Texas.

2. Resident Assignments

The Clinic physicians will be appointed and given the proper title consistent with the faculty appointment policy of the Department.

- A. Resident assigned to the Clinic will care for the preceptor's patients in a manner agreeable to the preceptor and the Chairman of the Department.
- B. The resident will serve under the preceptor in other areas of practice in a manner agreeable to the preceptor and the Department Chairman.
- C. The resident time scheduling will be arranged by the preceptor and will be approved by the Department Chairman.

- D. The resident will inform the preceptor of any significant problem that may arise.
- E. The duration of the preceptoral assignment will be agreed upon by the preceptor and the Department Chairman.

3. Responsibility of the Clinic Preceptoral Staff

- A. The Clinic medical staff selected as preceptors will collaborate with the Chairman of the Department to coordinate and improve the affiliation to achieve its objectives.
- B. By agreement, permit the resident to attend special seminars or teaching sessions of and/or at the Department subject to the provision that the preceptor's patients have priority.
- C. Permit the resident to fill the role of the primary physician if the preceptor wishes.
- D. Commit the requisite teaching time for the resident.
- E. Participate in joint teaching programs of the Clinic and the Department, when possible.
- F. Permit utilization of problem-oriented records when and if acceptable to the preceptor.

4. Responsibility of Department

The Chairman of the Department will:

- A. Coordinate and evaluate the affiliation with the Clinic.
- B. Assist the resident in understanding and implementing the Clinic policies.
- C. Administer educational and administrative aspects of the affiliation.
- D. Instruct the resident in the preceptor/preceptee relationship.

5. Educational Program

The educational program in Family Medicine will:

- A. Make all educational conferences open to interested physicians in the Clinic.
- B. Utilize, when possible and with proper permission of the patient and permission of the attending physician, teaching conference cases selected from patients of the Clinic.

INSOFAR AS the Department is authorized by the Constitution and laws of the State of Texas, the Department agrees to hold the Clinic harmless from and against any and all liability resulting from the use of the Clinic by the Department. The Department does not agree to hold the Clinic harmless for the gross or willful negligence of the Clinic, its officers, employees, or agents, or the actions of a third party over which the Department has no supervision, control, or jurisdiction.

THIS AGREEMENT is for an indefinite period, subject to the provision that either party may terminate the affiliation upon thirty (30) days written notice.

EXECUTED by the parties on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

*[Handwritten Signature]*  
\_\_\_\_\_

MEDICAL AND SURGICAL  
CLINIC ASSOCIATES

By *[Handwritten Signature]*  
\_\_\_\_\_

APPROVED as to Form:

APPROVED as to Content:

*[Handwritten Signature]*  
University Attorney

*[Handwritten Signature]*  
Deputy Chancellor

*[Handwritten Signature]*  
Associate Deputy Chancellor  
for Health Affairs



3. San Antonio Health Science Center (San Antonio Dental School):  
Proposed Affiliation Agreement with Santa Rosa Medical Center,  
San Antonio, Texas. -- (Pages MED - 15 through MED - 19)

System Administration concurs in the recommendation of President Harrison that the affiliation agreement set forth below, on behalf of the U. T. Dental School at San Antonio with the Santa Rosa Medical Center of San Antonio, be approved, and that the Chairman be authorized to execute the agreement for the Board of Regents.

This agreement will provide a clinical facility for dental students training in children's dentistry in San Antonio.

The Board of Regents has not adopted a model affiliation agreement for students in dentistry. The hold harmless clause in this agreement is set out in Section (5) (b), Page MED - 18.

AFFILIATION AGREEMENT

THE STATE OF TEXAS X

COUNTY OF BEXAR X

This AGREEMENT is executed on \_\_\_\_\_, 1975  
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on  
behalf of The University of Texas Dental School at San Antonio, San Antonio,  
Texas, hereinafter sometimes referred to as "University" and SANTA ROSA  
MEDICAL CENTER, a nonprofit Texas Corporation, hereinafter sometimes re-  
ferred to as "Hospital" in this agreement.

WITNESSETH:

WHEREAS, it is mutually recognized that the Hospital and the University  
have certain objectives in common, namely:

- (1) The advancement of dental health care for hospital patients;
- (2) Provision of a medical setting for the education of University  
dental students;
- (3) The education and training of dental health professionals;
- (4) The advancement of dental health care knowledge through research;
- (5) Promotion of personal and community dental health, and that each  
can accomplish these objectives in larger measure and more  
effectively through affiliated operations; and

WHEREAS, the University and the Hospital are separate institutions under  
the independent management of their respective governing boards, they desire  
to engage in formal affiliation for reasons of mutual benefit.

NOW, THEREFORE, for and in consideration of the aforesaid premises and  
mutual covenants and agreements herein contained, the parties agree as  
follows:

(1) Separate Powers and Control of Facilities

That The University of Texas Dental School at San Antonio will  
be operated as an accredited school as prescribed by the  
appropriate accrediting agencies and laws of the State of Texas,  
with the Board of Regents of The University of Texas System re-  
taining all jurisdictional powers incident to separate ownership,

including the power to determine the general and fiscal policies of the institutions and to appoint its administrative, faculty and other personnel. Further, that the Santa Rosa Medical Center shall retain all jurisdictional powers incident to separate ownership including the power to determine the general and fiscal policies of the institution, including full responsibility for the care of patients and all administrative and professional functions directly pertaining thereto.

(2) Relationship

- (a) This agreement shall not be construed to imply an obligation not specifically stated herein.
- (b) This agreement does not preclude affiliations by the hospital with any other school of dentistry while this agreement is in force. Affiliation with another dental school during the period of this agreement must have the concurrence of the Dean of The University of Texas Dental School at San Antonio.
- (c) Representatives of the University and the Hospital shall meet as often as necessary to study the dental program and the terms of this agreement and make such suggestions and changes as are needed.

(3) Faculty

- (a) After the date of this agreement, the Chief of the Section of Pediatric Dentistry at the Santa Rosa Medical Center shall be appointed by the Hospital with the concurrence of the Dean of the University Dental School. The Chief of the Section shall be the liaison officer for the hospital and responsible for the educational programs under the terms of this agreement. The members of the Pediatric dentistry teaching staff shall be appointed by the Chief with the concurrence of the Dean and it is agreed and understood that the Chief and other members of the section of Pediatric Dentistry teaching staff will have University faculty appointments in the School of Dentistry in conformity with

the Rules and Regulations of the Board of Regents of The University of Texas System and shall be members of the Medical Staff of Hospital.

- (b) The Chief of the Section of Pediatric Dentistry will be responsible to the Chairman, Department of Pediatrics, Santa Rosa Medical Center, for clinical service at the Hospital and shall be the liaison officer with the Dean of the Dental School for all pre and post doctoral educational programs contemplated under the terms of this agreement.

(4) Facilities

- (a) The Hospital retains jurisdiction over the administration and supervision of its facilities, employees, members of its medical staff and over admission of patients. The Hospital will notify the Dean of the Dental School when the exercise of such jurisdiction in the judgment of Hospital, affects the programs of teaching and research related to Dental Education.
- (b) The Hospital will provide a dental suite for Dental Education. The Hospital will provide all auxiliary personnel, equipment, and supplies needed by staff and students for treatment of Hospital dental patients.

(5) Financial

- (a) Expenses incurred for the operation of the facilities of the Hospital shall be paid by the Hospital, and all expenses incurred for the operation of the University shall be paid by the University. However, nothing in this paragraph shall prohibit subsequent agreements, subject to the legal powers and limitations of the parties, for the joint employment of personnel and for the prorata payment of salaries thereof or other related costs and expenditures.

(b) Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Hospital harmless from and against any and all liability resulting from the use of the Hospital by the University. The University does not agree to hold the Hospital harmless for the gross or willful negligence of the Hospital, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control or jurisdiction.

(c) The Hospital will charge the University no fees for use of hospital premises and facilities related to dental education opportunities afforded students.

(6) Academic Program

The University shall send and the Hospital shall receive for observation or training at the Hospital such University predoctoral and postdoctoral dental students as may be mutually acceptable from time to time. The Hospital shall not receive for training or observation predoctoral or postdoctoral dental students from other dental schools without prior approval of the Director of the program.

(7) Research Programs

Research programs at each institution will continue to be independent and either party may apply on its own for research grants. However, it is hoped that there will be areas of mutual interest which will foster a cooperative approach to research between the Hospital and the University Dental School. To further this aim, on the request of either party, the other will investigate the feasibility of a joint approach in seeking grants for training support for any affiliated programs. No party will apply for a dental related grant requiring use of the service facilities of the other party without the latter's prior written permission.

(8) Notice of Termination

This agreement is for a term of one year and thereafter from year to year unless terminated by either party upon giving six (6) months advance written notice to the other party by certified mail. It may be amended by either party upon such terms and conditions as are agreeable to the parties.

EXECUTED on the day and year first written above.

ATTEST:

\_\_\_\_\_  
Secretary

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_  
Chairman

SANTA ROSA MEDICAL CENTER

By: Santa Rosa Clara Moran  
President - Board of Directors

Approved as to Form

Lancee Wadner  
University Attorney

Approved as to Content

C. Walker  
Deputy Chancellor

for M. E. Herdson  
Associate Deputy Chancellor for  
Health Affairs

4. System Nursing School: Proposed Affiliation Agreements with (a) Nolan High School, (b) St. Andrew's Interparochial School and (c) St. Peter and Paul Parochial School, Fort Worth, Texas; (d) El Paso State Center for Human Development, (e) LaFe Centro De Salud Familiar, (f) St. Margaret's Center for Children and (g) Southwestern General Hospital, El Paso; and (h) Moody House, Inc. d/b/a Turner Geriatric Center, Galveston. --

*Change*

The below-listed affiliation agreements conform to the approved model agreements for Nursing and have been approved as to form and content by the appropriate System administrative officials.

System Administration concurs in the recommendation of President Willman that the agreements be approved and that the Chairman of the Board of Regents be authorized to execute them.

System Nursing School

- Nolan High School, Fort Worth
- St. Andrew's Interparochial School, Fort Worth
- St. Peter and Paul Parochial School, Fort Worth
- El Paso State Center for Human Development, El Paso
- LaFe Centro De Salud Familiar, El Paso
- St. Margaret's Center for Children, El Paso
- Southwestern General Hospital, El Paso
- Moody House, Inc. d/b/a Turner Geriatric Center, Galveston

L&I Com.



LAND AND INVESTMENT COMMITTEE  
Committee Chairman Clark, Presiding

Date: December 12, 1975  
Time: Following the Meeting of the Medical Affairs Committee  
Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

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\* \* \* \* \*

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I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund and Available University Fund.--The Director, Auditing Oil and Gas Production reports the following with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the current fiscal year through October 1975:

<u>Permanent University Fund</u>	<u>September 1975</u>	<u>October 1975</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
Royalty				
Oil	\$2,468,517.63	\$ 4,132,011.90	\$ 6,600,529.53	\$ 4,954,653.68
Gas - Regular	1,492,697.22	1,643,618.65	3,136,315.87	2,854,315.76
- F.P.C.	160.20	( 236.52)	( 76.32)	23,263.94
- Market Value Settlements	616,881.03	665,628.06	1,282,509.09	1,658,548.80
- In Kind Settlements	305,552.90	199,933.20	505,486.10	91,196.44
Water	8,118.89	23,667.42	31,786.31	26,552.92
Salt Brine	1,398.93	1,841.83	3,240.76	3,635.58
Rental on Mineral Leases	29,055.14	40,229.55	69,284.69	116,314.92
Rental on Water Contracts	- 0 -	- 0 -	- 0 -	4,743.82
Rental on Brine Contracts	- 0 -	- 0 -	- 0 -	83.34
Amendments and Extensions of Mineral Leases	- 0 -	3,076.94	3,076.94	37,844.04
	<u>4,922,381.94</u>	<u>6,709,771.03</u>	<u>11,632,152.97</u>	<u>9,771,153.24</u>
Bonuses, Mineral Lease Sales, (actual)	- 0 -	9,682,500.00	9,682,500.00	7,816,000.00
Total, Permanent University Fund	<u>4,922,381.94</u>	<u>16,392,271.03</u>	<u>21,314,652.97</u>	<u>17,587,153.24</u>
<u>Available University Fund</u>				
Rental on Easements	5,567.72	50,547.96	56,115.68	37,516.46
Interest on Easements and Royalty	354.05	466.41	820.46	3,289.04
Correction Fees - Easements	649.56	( 649.56)	- 0 -	16.66
Transfer and Relinquishment Fees	- 0 -	63.28	63.28	1,019.00
Total, Available University Fund	<u>6,571.33</u>	<u>50,428.09</u>	<u>56,999.42</u>	<u>41,841.16</u>
Total, Permanent and Available University Funds	<u>\$4,928,953.27</u>	<u>\$16,442,699.12</u>	<u>\$21,371,652.39</u>	<u>\$17,628,994.40</u>

Oil and Gas Development - October 31, 1975

Acreage Under Lease	825,388
Number of Producing Acres	339,180
Number of Producing Leases	1,507

2. PUF - Report on Investments for Fiscal Year Ended August 31, 1975.--The Associate Deputy Chancellor for Investments, Trusts and Lands has prepared for the Board of Regents in compliance with Section 6605 of the Texas Education Code a report on the Permanent University Fund Investments for the fiscal year ended August 31, 1975. This report is in a bound volume and is mailed along with the Material Supporting the Agenda. During the fiscal year, periodic reports of investment transactions made for the Fund are submitted to the Board of Regents. This report summarizes the investment transactions for the fiscal year and indicates the status of the Fund's portfolio as of August 31, 1975.

The Permanent University Fund experienced good gains in book value of assets and in earnings during the year as shown below:

	Fiscal Year Ended 8/31		Increase	
	1974	1975	Amount	%
Book Value	\$714,283,775	\$781,771,634	\$67,487,859	9.4
Investment Income	35,951,671	39,761,431	3,809,760	10.5

House Bill 1198, R.S., 62nd Legislature, requires that this report be distributed to the Governor, members of the Legislature and other State Officials.

B. LAND MATTERS

1. Permanent University Fund: Recommendation to Grant Sanitary Landfill Surface Lease No. 4064 to City of Big Lake, Texas. -- The University Land Agent has recently been in negotiations with the City of Big Lake, Texas, concerning the continued use of an area located approximately two miles south of Big Lake and west of Highway 67 as a City dumpsite or sanitary landfill site (Surface Lease No. 3609). As a result of the negotiations, the City of Big Lake has submitted a proposal for the use of the area as a sanitary landfill site containing the following basic terms and conditions:

Term: 10 years, November 1, 1975 through October 31, 1985.

Consideration: \$150 annual rental

Area: Approximately 22.95 acres out of Section 8, Block 11, University Lands, Reagan County, Texas. No more than five (5) acres to be actively worked at any one time. After moving to any new five (5) acre site, the previously used five (5) acre site will be fully reclaimed in accordance with the Soil Conservation Services Guidelines and Specifications for critical areas.

Restrictions on Use of Premises: Operational classification of such site is Type II which covers modified landfill operations with weekly compaction and cover with 6-inches of compacted earth. All operations shall be in accordance with a permit issued by the Texas Department of Health Resources under which the permittee will comply with all terms, provisions, conditions, limitations, and other restrictions embodied in that permit; compliance with the "Municipal Solid Waste Regulations" of the Texas Department of Health Resources; and with the pertinent laws of the State of Texas. Special provisions will be made for surface water protection and odor and air pollution control.

Fencing: Each five (5) acre site will be surrounded by a six foot chain link fence. Lane for ingress and egress will be fenced with sheep-proof fence, and all fences will be of top quality construction and maintenance at Lessee's sole cost and expense.

Restoration of Surface: Old dumpsite area will be cleaned, covered and levelled to the extent that no trash will be visible.

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands and the University Land Agent that the Board of Regents grant Surface Lease No. 4064 for sanitary landfill purposes to the City of Big Lake upon the above basic terms and conditions.

2. Permanent University Fund: Recommendation to Grant Sanitary Landfill Surface Lease No. 4065 to County of El Paso, Texas. --Mr. Billy Carr, University Land Agent, has recently been in negotiations with the County of El Paso, Texas, on the continued use of University Lands for a county dumpsite and sanitary landfill. At the present time the County of El Paso is using an unsatisfactory area out of Section 24, Block L, University Lands, located north of the Fabens Interstate on I. H. 10 which will be relocated to provide for the straightening of the FM Road 793 north of I. H. 10 (Surface Lease No. 2126 expiring December 31, 1975). As a result of such negotiations, the County of El Paso has submitted a sanitary landfill lease proposal containing the following basic terms and conditions:

Term: 10 years - January 1, 1976 through December 31, 1985.

Consideration: \$150 annual rental

Area: 50 acres out of Section 3, Block L, El Paso County, Texas.

No more than five (5) acres to be actively worked at any one time. After moving to any new five (5) acres, the previously used prior five acre site will be fully reclaimed in accordance with the Soil Conservation Service Guidelines and Specifications for critical areas.

Restriction on Use of Premises: Operational classification of such site is Type II which covers modified landfill operations with weekly compaction and cover with 6-inches of compacted earth. All operations shall be in accordance with a permit issued by the Texas Department of Health Resources under which the permittee will comply with all terms, provisions, conditions, limitations, and other restrictions embodied in that permit; compliance with the "Municipal Solid Waste Regulations" of the Texas Department of Health Resources; and with the pertinent laws of the State of Texas. Special provisions will be made for surface water protection and odor and air pollution control.

Fencing: Each five (5) acre site will be surrounded by a six (6) foot chain link fence. Any roads for ingress and egress will be adequately fenced of barbed wire construction and all fences will be of top quality construction and maintained at Lessee's sole cost and expense.

Restoration of Surface: Old dumpsite area will be cleaned, covered, and levelled to the extent that no trash will remain visible.

The Associate Deputy Chancellor for Investments, Trusts and Lands and the University Land Agent recommend the granting of Sanitary Landfill Surface Lease No. 4065 to the County of El Paso upon the above terms and conditions.

3. Easements and Surface Leases Nos. 4038-4063, Material Source Permits Nos. 497-499, Assignment of Grazing Lease No. 1146 and Water Contract No. 157. --It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands that the following applications for easements, surface leases, material source permits, an assignment of a grazing lease and a water contract on University Lands be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate:

a. Easements and Surface Leases Nos. 4038 - 4063

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4038	BTA Oil Producers	Surface Lease (salt water disposal contract)	Andrews	4	one acre	10/8/75- 10/7/76*	\$ 400.00 (annually)
4039	The Permian Corporation (renewal of 3163)	Surface Lease (salt water disposal contract)	Pecos	165 J. Campbell Survey	two acres	10/1/75- 9/30/76*	1,200.00 (annually)
4040	L. L. Nutter	Surface Lease (pipe yard site)	Reagan	11	255' x 516'	11/1/75- 10/31/76**	450.00 (annually)
4041	The Permian Corporation	Surface Lease (truck station site)	Andrews	7	208.7' x 208.7'	9/1/75- 8/31/85	1,000.00 (full)
4042	Exxon Pipeline Company (renewal of 2052)	Pipe Line	Andrews	9	109.15 rds. 2-3/8 inch	11/1/75- 10/31/85	109.15
4043	Exxon Pipeline Company (renewal of 2054 & 2169)	Pipe Line	Crane	30	269.13 rds. 4 inch	11/1/75- 10/31/85	269.13
4044	Cabot Corporation (renewal of 2235)	Pipe Line	Ward	16	3,493.30 rds. various size	1/1/76- 12/31/85	7,242.90

\*Renewable from year to year, but not to exceed a period of five years.

\*\*Renewable from year to year, but not to exceed a period of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4045	Phillips Petroleum Company (renewal of 2079 & 2129)	Pipe Line	Andrews	12	315.5 rds. 4½ inch	10/1/75- 9/30/85	\$ 315.50
4046	Phillips Petroleum Company (renewal of 2100, 2124 & 2128)	Pipe Line	Andrews	4, 5, 6, 9, 10	625.3 rds. 6-5/8 inch 504.9 rds. 3½ inch 27.0 rds. 2-3/8 inch	10/1/75- 9/30/85	1,626.18
4047	Phillips Petroleum Company	Pipe Line	Andrews	4	605.21 rds. 6-5/8 inch	9/1/75- 8/31/85	1,059.12
4048	Phillips Petroleum Company (renewal of 2066 & 2101)	Pipe Line	Crane	30, 35	26.5 rds. 3½ inch 417.1 rds. 4½ inch	10/1/75- 9/30/85	443.60
4049	Phillips Pipe Line Company (renewal of 2111)	Pipe Line	Andrews	9	167.2 rds. 4½ inch	12/1/75- 11/30/85	167.20
4050	PGP Gas Products, Inc.	Pipe Line	Pecos	19	764.19 rds. 6.625 inch	10/1/75- 9/30/85	1,337.32
4051	Southwest Texas Electric Coop., Inc. (renewal of 2153)	Power Line	Crockett	14	700 rds. single pole	1/1/76- 12/31/85	630.00
4052	El Paso Natural Gas Company	Pipe Line	Crockett	47	78.61 rds. 4½ inch	10/1/75- 9/30/85	100.00 (min.)



Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4053	Texas-New Mexico Pipe Line Company (renewal of 2290)	Pipe Line	Crane	30	606 rds. 6-5/8 inch 287 rds. 4½ & 5½ inch	1/1/76- 12/31/85	\$ 1,347.50
4054	Seagull Pipeline Corporation	Pipe Line	Crockett	30,31	1,957.59 rds. 3½ inch	10/1/75- 9/30/85	1,958.00
4055	Texas Electric Service Company (renewal of 2095 & 2122)	Power Line	Andrews	7,9, 13	1,103.21 rds. single pole	12/1/75- 11/30/85	992.89
4056	Texas Electric Service Company (renewal of 2091)	Power Line	Ward	16	150.25 rds. single pole	12/1/75- 11/30/85	135.22
4057	Gulf Oil Corporation (renewal of 2125)	Pipe Line	Andrews	9	103 rds. 2½ inch	1/1/76- 12/31/85	103.00
4058	Intratex Gas Company	Surface Lease (residential & water well site)	Crane	31	10 acres	5/1/75- 4/30/85	1,500.00 (full)
4059	Mobil Pipe Line Company (renewal of 2157)	Pipe Line	Andrews	1,4, 8	2,466.2 rds. various size	1/1/76- 12/31/85	3,112.50
4060	Mobil Pipe Line Company (renewal of 2119)	Pipe Line	Andrews	4	842.5 rds. 8-5/8 inch 610.9 rds. 6-5/8 inch 1,191.1 rds. 4½ inch	1/1/76- 12/31/85	3,734.56

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4061	Mobil Pipe Line Company (renewal of 2110)	Pipe Line	Andrews	4	2,191 rds. 8-5/8 inch	1/1/76- 12/31/85	\$ 3,834.25
4062	Mobil Pipe Line Company (renewal of 2155)	Pipe Line	Andrews	13	158.2 rds. 4½ inch	1/1/76- 12/31/85	158.20
4063	Texas Pacific Oil Company	Pipe Line	Andrews	4,5	175.75 rds. 2-3/8 inch	11/1/75- 10/31/85	175.75

b. Material Source Permits Nos. 497 - 499

No.	Grantee	County	Location	Quantity	Consideration
497	W. A. "Bill" Farmer Construction Company	Andrews	Block 1	1,130 cubic yards caliche	\$ 339.00
498	State Department of Highways and Public Transportation	Upton	Block 3	103,281.2 dry tons caliche base	7,746.09
499	Tripp Construction Company	Ector	Block 35	80 cubic yards caliche	100.00

c. Assignment of Grazing Lease No. 1146

No.	Assignor	Assignee	County	Location	Acreage	Period	Consideration
1146	L. D. Haren	W. H. Bagley and T. L. Taylor	Pecos	18,20	1,168.44	7/1/73- 6/30/83	\$ *

\*There was no bonus paid in this transaction. The assignment fee of \$100.00 has been forwarded to the Office of Accounting.

Land Matters - Continued--

d. Water Contract No. 157

<u>No.</u>	<u>Grantee</u>	<u>County</u>	<u>Location</u>	<u>Period</u>	<u>Consideration</u>
157	Marathon Oil Company (renewal of 115)	Reagan	Blocks 1 & 2	1/1/76 - 12/31/80	\$ 100.00*

\*The annual rental shall be \$100.00. The royalty shall be 10¢ per 1,000 gallons of all fresh water sold or one-eighth (1/8) of any revenues received from sale of said water, whichever is greater, but in no event shall the royalty be less than \$200.00 per year.

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin - Recommendation for Establishment of Nettie Lee Benson Library Fund.--The Administration recommends acceptance of a gift of \$10,000 from Dr. Nettie Lee Benson, recently retired as Head Librarian of the Latin American Collection, and the establishment of the Nettie Lee Benson Library Fund with the income to be used for the purchase of material for the Latin American Collection relating to the history and culture of the Americas south of the Rio Grande.
  
2. U. T. Austin: Proposed Amendment to Joe J. King Trust Agreement to Establish Joe J. King Professional Engineering Achievement Award in College of Engineering. --In 1957 a trust agreement of Joe J. King to establish the Alfred and Nellie King Graduate Fellowship at The University of Texas at Austin was approved and so reported in the Chancellor's Docket. This agreement was later amended to convert the Fellowship to "The Joe King Professorship." Mr. King has now proposed an agreement which amends the trust agreement of 1957 to divert a portion of the income from the trust to establish the Joe J. King Professional Engineering Achievement Award in the College of Engineering at U. T. Austin.

Dr. Rogers recommends and System Administration concurs that this proposed agreement be approved and that the Chairman of the Board of Regents be authorized to execute the document when it has been approved by appropriate officials. It is further recommended that the Board of Regents delegate to the President of U. T. Austin its authority to approve a committee to establish an achievement program in line with this trust agreement.

3. U. T. Austin - Recommendation for Establishment of Charles W. Laughton Endowed Presidential Scholarship Fund.--The Administration recommends the establishment of the Charles W. Laughton Endowed Presidential Scholarship Fund with something over \$30,000 in gifts received through the School of Social Work in memory of Dr. Charles W. Laughton, one of the earlier members of the School's faculty who died early this year. The income will be used for scholarships in the School of Social Work.
  
4. U. T. Permian Basin: Report on The Ellen and Bill Noel Scholarship Fund (Anonymous Scholarship Fund No. 1).--The Board of Regents at its meeting held on December 7, 1973, authorized the acceptance from W. D. Noel and Ellen Witwer Noel and the Trebol Oil Company of certain stock together with a trust instrument creating The Ellen and Bill Noel Scholarship Fund. Pursuant to the trust agreement, the income from the investment of the principal shall be used for the purpose of providing scholarships to students meeting the requirements of the trust who are enrolled at the Odessa Junior College and The University of Texas of the Permian Basin. At the time of the acceptance of this gift, the donors requested no publicity. With the consent of Mr. and Mrs. Noel, press releases concerning the establishment of this scholarship fund were released to West Texas papers in January 1974.

Pursuant to the terms of the trust agreement, the Board of Regents of The University of Texas System has received 15,000 shares of the common stock of El Paso Natural Gas Company on December 12, 1973, valued at \$200,625, and 15,000 shares of the common stock of El Paso Natural Gas Company on January 24, 1974, valued at \$245,625, for a total of \$446,250. The Associate Deputy Chancellor for Investments, Trusts and Lands recommends this information be made a part of the permanent records.

5. Galveston Medical Branch (Galveston Medical School) - Recommendation for Acceptance of Bequest Under the Will of Arthur J. King.--The Administration recommends acceptance of the bequest from Mr. Arthur J. King of Houston of his residuary estate for the Moody State School. A check for \$164,500 covering this bequest has been received from Mr. John W. Mecom, Jr., Independent Executor of the Estate. Mr. King was an orphan with no known living relatives. He died last December at the age of 95 and was known for his interest in children's institutions. The pertinent provision of his Will is as follows:

"I hereby direct that the residue of my property, real and personal, be distributed to Moody State School for Cerebral Palsied Children, 8700 Teichmans Road, Galveston, Texas, to be used exclusively for the children who are students or patients of such school."

The bequest will be kept on time deposit at the Medical Branch pending approval of a program of expenditures.

6. Galveston Medical Branch (Galveston Medical School) - Recommendation for Acceptance of Gifts and for Establishment of The Courtney M. Townsend Lectureship in Medical Ethics.--The Administration recommends acceptance of gifts in the total amount of \$19,000 from the children of the Courtney M. Townsend, Sr., M.D., family and the establishment of the Courtney M. Townsend Lectureship in Medical Ethics at the Galveston Medical Branch. These gifts were received last year, however, a report to the Regents was not made at that time and the Lectureship has now been announced. The Lectureship endowment is \$17,000, and \$2,000 has been used for expenses related to announcement. Dr. Townsend is an Ashbel Smith Distinguished Alumnus of the Galveston Medical School, Class of 1932, and resides and practices in Paris, Texas.
7. Galveston Medical Branch (Galveston Medical School) - Recommendation for Acceptance of Gift and for Establishment of Edgar H. and Lillie Mae Vaughn Lectureship in Medical Philosophy and Morality.--The Administration recommends the acceptance of a gift of \$12,000 from the Vaughn Foundation of Tyler and, as requested by the donors, the establishment of the Edgar H. and Lillie Mae Vaughn Lectureship in Medical Philosophy and Morality at the Galveston Medical School. The Lectureship endowment will be \$10,000, and \$2,000 will be used by the Medical Branch for expenses in connection with announcing the Lectureship.

## B. REAL ESTATE MATTERS

U. T. Austin - Hogg Foundation - Recommendation for Oil and Gas Lease to A. V. Beebe on Tract in Union County, Arkansas.--The Administration recommends authorization of an oil and gas lease to A. V. Beebe on the Hogg Foundation's 7/64th interest in a tract of 5 acres in Section 8, Township 16 South, Range 15 West, Union County, Arkansas, at \$27 per mineral acre for a 3-year paid up lease with 1/8th royalty. At their last meeting, the Regents authorized a lease to Mr. Beebe under the same terms on a tract of 26 acres adjoining the 5 acres. Mr. Beebe discovered after taking that lease, by a report from a title company, that the 5 acres, which he needs in order to drill, is also covered by the Hogg Foundation's interest. The Estate of Miss Ima Hogg and Mrs. Hanszen have leased their interests in the 5 acres to Mr. Beebe.

## III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Month of September 1975.--In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the month of September 1975 was mailed November 13, 1975, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this report have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

\* \* \* \* \*

### FOUNDATION MATTERS

Winedale Stagecoach Inn Fund.--It is recommended that the Members of the Board of Regents as Trustees of the Winedale Stagecoach Inn Fund meet briefly at the meeting of the Board of Regents on December 12, 1975, for action on the following:

1. Approval of Minutes of the October 24, 1975, meeting distributed earlier.
2. Approval of easement for cathodic protection unit to Phillips Pipe Line Company on a tract in the George Tennille League, Brazoria County. Phillips has a pipe line traversing part of this tract and offers \$200 for the cathodic protection easement which will cover 800 square feet.

Com. of the  
Whole

COMMITTEE OF THE WHOLE  
Chairman Shivers, Presiding

Date: December 12, 1975

Time: Following the Meeting of the Land and Investment Committee

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

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## I. SPECIAL ITEMS

### A. Board of Regents

#### 1. Rules and Regulations, Part One: Proposed Amendments to Chapter III, Sections 14 and 15 (Holiday and Vacation Schedule). --

The following proposed amendments pertain to the vacation and holiday regulations within the U.T. System. The changes are designed to clear up ambiguity which currently exists concerning holidays and vacations for both teaching and administrative employees. The changes have been endorsed by both the Health Affairs and University Councils.

System Administration concurs in the recommendations of the Health Affairs Council and the University Council that Part One, Chapter III, Sections 14 and 15 of the Regents' Rules and Regulations be amended as follows:

#### Sec. 14. Holidays.

[14.1 MEMBERS OF THE TEACHING STAFFS ARE ENTITLED TO ALL HOLIDAYS FOR STUDENTS LISTED ANNUALLY IN THE OFFICIAL CALENDAR OF THEIR RESPECTIVE INSTITUTIONS.]

[14.2] 14.1 All faculty, classified and other nonteaching personnel are entitled to such holidays as are provided by the Legislature in the then current appropriation bill and as are approved annually by the Deputy Chancellor and the Board of Regents, or alternate holidays approved in the official calendars of the various institutions by the Deputy Chancellor and the Board of Regents. (See the Classified Personnel rules in the institutional [SUPPLEMENTS] Handbook of Operating Procedure.)

#### Sec. 15. Vacation.

[15.1 MEMBERS OF THE STAFFS EMPLOYED ON A NINE MONTHS' BASIS ARE REGULARLY ON DUTY DURING THE LONG SESSION, EXCEPT WHERE OTHERWISE SPECIFICALLY PROVIDED. BETWEEN LONG SESSIONS SUCH MEMBERS ARE NOT ON DUTY UNLESS THEY HAVE RECEIVED SUMMER APPOINTMENTS, BUT THEY ARE EXPECTED TO KEEP THE INSTITUTIONAL HEAD ADVISED OF THEIR ADDRESSES.]

[15.2] 15.1 Vacations for faculty, classified and other non-teaching personnel shall be as provided by the Legislature in the then current appropriation bill and as approved by the Board of Regents, except that for faculty on nine-month appointments, periods when classes are not in session, within the appointment period, shall be counted as vacation. Vacations for hourly and part-time employees shall be on a percentage basis for the time appointed. (See the Classified Personnel rules in the institutional Handbook of Operating Procedure.)

[15.3] 15.2 In the case of death of an employee who has accumulated vacation leave, his estate will be paid for all accumulated vacation leave. The payment shall be calculated at a rate of compensation being paid the employee at the time of his death.

2. Rules and Regulations, Part Two: Proposed Amendments to Chapters II, III, IV, VII and XI. -- *P. C. W. & the C. J. W. - 11*

System Administration concurs in the recommendation of Mr. R. L. Anderson, System Comptroller, that the various amendments to Chapters II, III, IV, VII, and ~~XI~~ of Part Two of the Regents' Rules and Regulations, reproduced below, be adopted by the Board of Regents.

These proposed changes resulted from a review of the chapters of the Regents' Rules and Regulations regarding the financial management of The University of Texas System. The changes are necessary and desirable to update and correct minor errors and outdated provisions in the Rules.

Mr. Anderson's memorandum of recommendations is set out below.



THE UNIVERSITY OF TEXAS SYSTEM

Office of the Comptroller

210 WEST SIXTH STREET, AUSTIN, TEXAS 78701

November 5, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

NOV 4 1975

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

MEMORANDUM

To: E. D. Walker, Deputy Chancellor

Subject: PROPOSED REVISIONS TO REGENTS' RULES AND REGULATIONS

~~VII~~  
**VII**

Attached are marked copies of Chapter II, III, IV, ~~VII~~ and XI of Part Two of the R&R with marginal or inter-lining changes for the most part. These are primarily updating or editorial revisions.

Fairly substantial changes are reflected on pages 6, 11, 23a, 27, 55 and 73, most of which are typed in italics to indicate the major changes involved. Other changes of a "housekeeping" nature are reflected on pages 8, 9, 13, 16, 18, 24, 25, 53, 54 and 72. Although each entire chapter affected is ..

furnished for review purposes and to maintain the context of the change, it may be desirable to include in the R&R only the major sections that the revisions effect. Because it may be difficult to interpret some of the inter-lined items, may I suggest that this office either review the final write-up to be included in the agenda or else work very closely with whoever is doing that write-up.

The proposed changes have been reviewed with both Mr. Landrum and Mr. Graydon, and have their input and concurrence. It is my understanding from Mr. Landrum that Mr. Kennedy is also working on certain proposed revisions to the Personnel chapters.

I will be available to review with you any of the proposed changes.



R. L. Anderson  
Comptroller

RLA:gl

Attachment

Copy to: Mr. Frank D. Graydon  
Mr. Graves W. Landrum

## CHAPTER II

### ACCOUNTING, AUDITING, REPORTING, AND BUDGETARY CONTROL

#### Sec. 1. Types of Funds.

##### 1.5 Plant Funds.

1.52 Renewals and Replacement Funds. --Funds specified by the Board of Regents or by external sources to be used for the renewal and replacement of plant fund assets. A regular source for such funds shall be the portion of indirect cost allowances represented by use charges on buildings, other improvements and equipment allocated to sponsored programs. (see also Part Two, Chapter XI, Section 7).

1.53[1.52] Retirement of Indebtedness Funds. --Funds specified by the Board of Regents or by external sources to be set aside to meet debt service charges and the retirement of indebtedness on institutional plant assets.

1.54 Investment in Plant Funds. --Funds invested in physical properties to be used for institutional purposes.

#### Sec. 2. Accounting.

2.1 The financial records of The University of Texas System shall be kept as nearly as practicable in accordance with the recommendations set forth in "College and University Business Administration, Third [REVISED] Edition," (1974) [(1968)] published by the National Association of College and University Business Officers [AMERICAN COUNCIL ON EDUCATION]. Where those recommendations conflict with statutes or with regulations of the Coordinating Board, Texas College and University System, the latter shall be controlling.

Sec. 4. Reporting.

- 4.1 All financial reports shall be prepared in accordance with the provisions of the statutes, official directives of the Coordinating Board, Texas College and University System, and directives of the Board of Regents, and in conformity with the manual, "College and University Business Administration, Third [REVISED] Edition," (1974) [(1968)] referred to above. The reports shall be prepared by the Chief Business Officer and approved by the System Comptroller [DEPUTY CHANCELLOR, OR HIS DELEGATE].
- 4.2 Two reports, both of which shall be prepared under the direction of the Chief Business Officer and the System Comptroller [DEPUTY CHANCELLOR, OR HIS DELEGATE], shall be prepared annually:
- 4.21 Annual Financial Report.--As required by Statute [ON OR BEFORE DECEMBER 29], printed financial reports, in the format recommended in "College and University Business Administration, Third [REVISED] Edition," (1974) [(1968)], or its successor publication, shall be filed with the Coordinating Board, Texas College and University System, and other State Offices as required by law. [THE CERTIFICATE OF AUDIT OF THE STATE AUDITOR IS TO BE INCLUDED IF THE AUDIT REPORT HAS BEEN COMPLETED.]
- 4.22 Salary Payment Report.--On or before December 31, each year, an itemized report in format prescribed by System Administration shall be prepared of salaries and wages paid all employees for services during the preceding fiscal year out of any funds from any source or character under the control and/or custody of the Board of Regents, showing for each employee the total amount paid from each source during the twelve months of the fiscal year, the title of the position held or kind of service rendered. [THREE] Copies of this report shall be furnished [PREPARED BY COMPONENT INSTITUTIONS, ONE COPY FOR THE DEPUTY CHANCELLOR, ONE COPY FOR] the Secretary to the Board of Regents, the System Budget Director, and [ONE COPY FOR] the System Comptroller.
- 4.3 Monthly financial reports, in the form prescribed by the System Comptroller [DEPUTY CHANCELLOR, OR HIS DELEGATE], shall be prepared by each institutional chief business officer and distributed to the institutional head, the Deputy Chancellor, the Secretary to the Board of Regents, and the System Comptroller.

Sec. 5. Operating Budgets.

- 5.5 A copy of each budget, and any subsequent amendment thereto, shall be filed by the Secretary to the Board of Regents with the Legislative Reference Library to be available for public inspection, and also filed with such other State Offices as required by law.

### CHAPTER III

#### RECEIPT, CUSTODY, AND DISBURSEMENT OF MONEYS; ABSENCE FROM USUAL AND REGULAR DUTIES INCLUDING TRAVEL

##### Sec. 2. Deposits with Institutional Business Office.

2.1 Money received by all departments from all sources shall be deposited, using an official form, in the institutional business office [USING AN OFFICIAL FORM], unless depositing directly to a special bank account has been specifically authorized by the Deputy Chancellor. The deposits shall be daily if the receipts are \$50 or more, and weekly even if the accumulation is less than \$50. Except for mail deposits authorized under subsections 2.11 and 2.12, the deposit shall be made in person by a departmental representative to whom an official receipt is issued.

2.11 Mail deposits by on campus departments are authorized if the amount of each such deposit is less than \$100 and does not contain cash (currency).

2.12 Mail deposits by off campus activities are authorized if such deposit does not contain cash (currency).

2.2 Departments or activities mailing deposits shall maintain adequate record of such deposits, including detailed description of negotiable instruments.

2.3[2.2] Cash overages or shortages shall be reported to the business office with each deposit. Cash overages are deposited in the business office.

2.4[2.3] Petty cash funds shall be provided only on approval of, and by arrangement of, the department with the Chief Business Officer. Special petty cash fund bank accounts may be established only with the approval of the Deputy Chancellor.

##### Sec. 4. Local Institutional Funds.

4.11 Depository agreements with official depository banks shall be negotiated, as necessary, by the System Comptroller [DEPUTY CHANCELLOR OR HIS DELEGATE] with those banks approved by the Board of Regents and in accordance with the then current policies of the Board. Such depository agreements shall be executed by the Chairman of the Board of Regents.

4.12 Requests for authorized signatures, or changes thereto, for bank accounts maintained in all depository banks, shall be forwarded to the System Comptroller, who, after review and approval, shall refer such requests to the Deputy Chancellor for [APPROVAL AND] notification of the banks concerned.

##### Sec. 12. Payrolls.

12.2 All payrolls shall be prepared or verified in the business office from regular budgets, appointment documents, authorizations, time cards, or other documentation, and approved by the chief business officer or a person designated by him.

Sec. 13. Absence from Usual and Regular Duties, Authorization for Absence, Including Travel, and Travel Expense Reimbursement.

13.422 Component Institutions - Reimbursement for all travel by employees of the component institutions shall be approved either by the Deputy Chancellor or by the administrative officers designated below:  
Chief Administrative Officer (President [OR DEAN]) or Chief Business Officer (Vice-President for Business Affairs[, ASSOCIATE DEAN FOR BUSINESS AFFAIRS,] or Business Manager) or other senior administrative or fiscal officers as may be delegated in writing by the Chief Administrative Officer and the Chief Business Officer. Such delegations shall be approved by the Deputy Chancellor and filed with the Secretary to the Board of Regents and the State Comptroller of Public Accounts, together with the names of the individuals occupying the positions named.

13.4(10)2 Gifts, Grants, and Designated Funds.--Reimbursement of travel expenses paid from Gifts, Grants, and Designated Funds will be as follows:

- (a) For grants from or derived from Federal or State agencies, travel allowances shall be paid as specified in the foregoing general travel regulations, Subsections 13.43 through 13.49.
- (b) For other gifts, grants, trust or designated funds, travel allowances may be for actual expenses for meals, lodging and airport parking, not to exceed \$35.00 per day. The transportation allowances will be as specified in Subsection 13.47 of the foregoing general travel regulations.

The provisions of both (a) and (b) above are subject to the terms, provisions and conditions of the particular gifts, grants, or funds involved. Further exceptions to these provisions may be in accordance with specific authorization by the Board of Regents with certain designated funds. Likewise, when anticipated living costs are unusually low for those engaged in travel, the person authorizing the travel may reduce the allowance for all or any part of the travel, provided that the employee shall be notified of such reduced allowance before being allowed to incur any expense. When not otherwise prohibited by the terms of the gift or grant, employees may also be reimbursed for required registration fees or similar expenses incurred in attending meetings of organizations or associations. Receipts for lodging, registration fees, or similar expenses shall be obtained and attached to the expense voucher. Project Directors, Principal Investigators, Departmental Chairmen, or other authorized personnel under a gift or grant who travel in their personally owned airplanes on necessary official

business may be reimbursed at the rate of twenty-one [TWELVE] cents (21¢) [(12¢)] per highway mile for in-state travel. The same rate shall apply to out-of-state travel, subject to the limitation that the mileage reimbursement shall not exceed the amount equal to the number of persons flying by private plane times the lowest available airline fare.

- 13.4(11) As provided by House Bill 1058, 64th Legislature (amending Tex.Rev.Civ.Stat. Ann. art. 6823a), component institutions may establish procedures for payment in advance of travel expenses incurred by employees in the exercise of their official duties. Any such procedures established shall be in accordance with the statute, based on guidelines provided by the State Comptroller, and provide for prompt recovery of any such advances.

Sec. 16. Insurance on Money and Securities; Fidelity Bonds.

16.1 Insurance on Money and Securities.--As approved by the Board of Regents, The University of Texas System carries a blanket System-wide policy insuring against loss of money or securities at any of the component institutions. The premium paid by each institution is separately computed and is based on the coverage applicable at each institution. At the time any loss occurs at any institution, the Associate Deputy Chancellor for Operations shall be notified by the appropriate Chief Business Officer and shall approve all loss claims and settlements. Any settlement over \$2,000 and under \$10,000 shall be reported to the Board of Regents for ratification. Settlements in the amount of \$10,000 or more must have the approval of the Board of Regents. Money and Securities coverage may be combined with the blanket position fidelity bond.

16.2 Fidelity Bonds.

16.24 At the time a loss occurs, the Associate Deputy Chancellor for Operations [OR HIS DELEGATE] shall be notified by the Chief Business Officer and shall approve all loss claims and settlements. Any settlement over \$2,000 and under \$10,000 shall be reported to the Board of Regents for ratification. Settlements in the amount of \$10,000 or more must have the approval of the Board of Regents.



## CHAPTER IV

### PURCHASING

#### Sec. 6. Space Leases.

- 6.2 Proposals for space leases require the advance approval of the Deputy Chancellor or his delegate [AND SUBSEQUENT RATIFICATION BY THE BOARD OF REGENTS,]. Lease contracts drawn in accordance with such approval shall be executed [SIGNED] by the System Comptroller, and submitted for ratification by the Board of Regents through the institutional docket [DEPUTY CHANCELLOR OR HIS DELEGATE].

## CHAPTER VII

### PHYSICAL PROPERTIES

#### Sec. 3. Motor Vehicles.

- 3.6 Each institution shall be cognizant of and render reports on operation of motor vehicles as required by the current appropriations bill. [THE CURRENT APPROPRIATION BILL PROVIDES THAT NO FUNDS APPROPRIATED THEREBY MAY BE EXPENDED FOR THE PURCHASE OR MAINTENANCE OF MOTOR VEHICLES BY A STATE INSTITUTION UNLESS THE INSTITUTION SUBMITS TO THE LEGISLATIVE BUDGET BOARD AND THE GOVERNOR'S BUDGET OFFICE WITHIN THIRTY (30) DAYS AFTER THE BEGINNING OF EACH FISCAL YEAR A COMPLETE LIST OF ALL RULES, REGULATIONS, AND POLICIES PROHIBITING AND PENALIZING THE PERSONAL USE OF STATE OWNED PASSENGER VEHICLES BY EMPLOYEES.]
- 3.7 The University of Texas System is authorized to acquire, operate, and maintain, including replacing, two [ONE] passenger airplanes [AIRPLANE]. Such airplanes [AIRPLANE] may be acquired by gift only, purchase, or partly by gift and partly by purchase. All costs of acquisition, operation, and maintenance, including replacement, may be paid out of the Available University Fund allocable to The University of Texas System.

#### Sec. 4. Insurance on Property of The University of Texas System.

- 4.2 The terms of the policies covering the risks indicated above are negotiated by the Associate Deputy Chancellor for Operations [OR HIS DELEGATE] in accordance with procedures approved by the Deputy Chancellor and the Board of Regents.
- 4.3 When it is necessary or advisable to insure risks on a basis other than System-wide, insurance policies covering such risks shall be approved by the Associate Deputy Chancellor for Operations [OR HIS DELEGATE] on an individual basis upon recommendation by the Chief Business Officer of the component institution affected.

4.4 At the time a loss occurs applicable to either System-wide or individual insurance policies, the Associate Deputy Chancellor for Operations [OR HIS DELEGATE] shall be notified by the Chief Business Officer, and shall approve all loss claims and settlements. Any settlement over \$2,000 and under \$10,000 shall be reported to the Board of Regents for ratification. Settlements in the amount of \$10,000 or more must have the approval of the Board of Regents.

Sec. 9. Disposal of Property of The University of Texas System.

9.3 For items of little value or limited use where sale on competitive bids is not practicable, the Chief Business Officer shall have the authority to dispose of the property on the basis of [A] negotiated bids [BID] in amounts under \$2,000 [\$1,000].

9.4 Sale of property estimated to bring \$2,000 [\$1,000] or more shall be made on a basis of competitive bids.

9.5 Sales in amount of \$10,000 [\$5,000] or more shall be approved in advance by the Deputy Chancellor [FOR ADMINISTRATION] and ratified by the Board of Regents through the institutional docket.

CHAPTER XI

CONTRACTS AND GRANTS FOR RESEARCH, TRAINING, AND  
EDUCATIONAL SERVICES, INCLUDING  
INSTITUTIONAL SUPPORT GRANTES

Sec. 2. Proposals for such contracts, grants, and agreements, whether with government agencies, industry, foundations, or other private granting agencies, shall be initiated by the faculty member (or other appropriate official who will direct the work) and shall be approved by designated administrative officials, including the chief administrative officer. Proposals to private foundations for support should be forwarded via the Office of the System Comptroller to the [DEPUTY] Chancellor for further approval. The chief business officer at each component institution is responsible for the business aspects of the proposals.

Sec. 5. Proposals as to overhead rates and specialized rates for fringe benefits, computers, and other facilities chargeable to [ON] cost-reimbursement contracts and other government contracts and grants shall be worked out in preliminary form by the chief business officer concerned and shall be reviewed and approved by the System Comptroller before being submitted. Subject to approval of the Deputy Chancellor, the System Comptroller shall negotiate all such [OVERHEAD] rates for the component institutions of The University of Texas System.

Sec. 6. Information as to overhead and specialized rates applicable to the type of contract, grant or agreement to be entered into shall be secured from the System Comptroller via the business officers and/or the appropriate research administration officer.

Sec. 7. To the extent that indirect cost recoveries from the application of overhead rates are derived from use charges for buildings, other improvements, or equipment, the funds so derived shall be designated for renewals and replacements of plant fund assets or for other purposes specified and approved in the budgetary processes as related to the indirect cost recoveries.

3. Rules and Regulations, Part Two: Proposed Amendment to Chapter VI Regarding Maximum Limits on Group Term Life Insurance. --

System Administration concurs in the recommendation of the System Personnel Director that Part Two, Chapter VI, Section 5.2 of the Regents' Rules and Regulations be amended as set out below. This amendment is necessary to conform to the maximum limits on Group Life Insurance set by S.B. 348, enacted by the 64th Texas Legislature. The new maximum is 200% of annual compensation or \$100,000, whichever is the lesser amount.

Amend Part Two, Chapter VI, Section 5.2 of the Regents' Rules and Regulations to read as follows:

- 5.2 The amount of insurance available is based on a schedule that may not exceed two times annual earnings with a maximum of \$100,000 or 200% of annual compensation, whichever is the lesser amount. The amount of insurance for any employee who does not elect to change to the new schedule will continue to conform to the Insurance Table in effect prior to September 1, 1975. [\$50,000.] Annual earnings for academic personnel shall be the nine-month or twelve-month academic rate as applicable. Annual earnings for nonteaching personnel shall be the twelve-month rate. When an employee classification changes, due to increase or decrease in earnings, including Modified Service, the amount of the insurance will be adjusted on the annual renewal date (January 1) following the date of the change provided the employee is available for work.

4. Rules and Regulations, Part Two: Proposed Amendments to Chapter IX. --

System Administration concurs in the recommendation of the Associate Deputy Chancellor for Investments, Trusts and Lands that Sections 1, 2, and 6 of Chapter IX of Part Two of the Regents' Rules and Regulations be amended to read as set out on Pages C of W 14-15. Mr. Lobb's memorandum of September 4, 1975, reproduced on Page C of W - 13 summarizes and explains the proposed changes.



THE UNIVERSITY OF TEXAS SYSTEM

Office of Investments, Trusts and Lands

210 WEST SIXTH, AUSTIN, TEXAS 78701

512/471-5781

September 4, 1975

MEMORANDUM

To : Deputy Chancellor E. D. Walker

From : W. L. Lobb, Associate Deputy Chancellor  
for Investments, Trusts and Lands

Re : Recommended Changes in Regents' Rules and Regulations

Attached are sections of Part II Chapter IX of the Regents' Rules and Regulations where we are recommending changes. The substantive changes recommended are as follows:

Sections 1.1 and 1.2 presently apply to Sales, Assignments and Transfers of securities, with Section 1.1 applying to the Permanent University Fund and Section 1.2 applying to Trust and Special Funds. It is recommended that 1.1 be the authority to purchase, exchange and sell for both Permanent University Fund and Trust and Special Funds and Section 1.2 be the authority to assign and transfer securities in both the Permanent University Fund and Trust and Special Funds. The new Section 1.1 will give authority to purchase, exchange and sell to a delegate of the Deputy Chancellor or the Investment Officer in addition to the Deputy Chancellor or the Associate Deputy Chancellor for Investments, Trusts and Lands. All authority to sell presently held by a Trust Officer and the State Treasurer has been eliminated.

The new Section 1.2 gives assignment and transfer authority to the Deputy Chancellor, or the Associate Deputy Chancellor for Investments, Trusts and Lands, or the Executive Assistant for Administration, or any Trust Officer. This is a change in that it removes the joint authority the State Treasurer presently has to assign and transfer securities held by the Permanent University Fund. Authority remains the same insofar as Trust and Special Funds are concerned. Various registrations used in the past and presently listed in Section 1.1 have been removed.

1.5 - The authority to execute proxies - the Director of Stock Research has replaced the Executive Assistant for Administration and Deputy Chancellor has been added. The other parties remain the same.

2.213 -- Preferred stocks have been removed from this section.

2.22 -- Preferred stocks have been added in this section so as to make them subject to the same rating requirement as corporate bonds. The only rating services to be recognized are Moody's Investors Service, Inc. and Standard and Poor's Corporation. Rating requirements have been added for commercial paper.

2.61 - An annual review has been added. Separate approvals for additions and deletions to the stock list have been removed.

6.1 - Membership in the Investment Advisory Committee is being changed from 4 to 5 members.

6.3 - Term of office is being changed from 4 to 5 years.

  
\_\_\_\_\_  
W. L. Lobb

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Enclosures

Amend the Regents' Rules and Regulations, Part Two, Chapter IX, Subsections 1.1, 1.2, and 1.5 to read as follows:

- 1.1 Authority to Purchase, Exchange, and Sell [, ASSIGN, AND TRANSFER] Securities for and on Behalf of [HELD BY] the Permanent University Fund of the University of Texas and the Board of Regents of The University of Texas System. --The Deputy Chancellor or his delegate, or the Associate Deputy Chancellor for Investments, Trusts and Lands, or the Investment Officer, [(OR THE EXECUTIVE ASSISTANT FOR ADMINISTRATION OR ANY TRUST OFFICER), AND THE TREASURER OF THE STATE OF TEXAS (OR THE ACTING TREASURER OF THE STATE OF TEXAS)] are each [JOINTLY] authorized to purchase, exchange and sell [, ASSIGN, AND TRANSFER] any and all securities [OF THE BONDS, STOCKS, NOTES, AND OTHER EVIDENCES OF INDEBTEDNESS AND OWNERSHIP OF ANY DESCRIPTION, WHATEVER, OWNED BY] for and on behalf of the Permanent University Fund of The University of Texas or the Board of Regents of The University of Texas System [(FORMERLY THE UNIVERSITY OF TEXAS) AND REGISTERED IN THE NAME OF "THE UNIVERSITY OF TEXAS," "THE UNIVERSITY OF TEXAS SYSTEM," "THE UNIVERSITY OF TEXAS FOR PERMANENT UNIVERSITY FUND, A STATE ENDOWMENT FUND, AUSTIN, TEXAS," "THE UNIVERSITY OF TEXAS SYSTEM FOR PERMANENT UNIVERSITY FUND, A STATE ENDOWMENT FUND, AUSTIN, TEXAS," "PERMANENT UNIVERSITY FUND OF THE UNIVERSITY OF TEXAS," "PERMANENT UNIVERSITY FUND OF THE UNIVERSITY OF TEXAS SYSTEM," OR IN ANY OTHER FORM OF REGISTRATION OF SUCH SECURITIES HELD FOR THE ACCOUNT OF THE PERMANENT UNIVERSITY FUND OF THE UNIVERSITY OF TEXAS SYSTEM], and to execute any and all documents necessary to the consummation of any purchases or exchanges.
  
- 1.2 Authority to [SELL,] Assign [,] and Transfer Securities Held by the Permanent University Fund of The University of Texas and the Board of Regents of The University of Texas System. --The Deputy Chancellor, the Associate Deputy Chancellor for Investments, Trusts and Lands [, AND/] or the Executive Assistant for Administration or any Trust Officer may [ARE EACH AUTHORIZED TO SELL,] assign [,] and transfer any and all securities [BONDS, STOCKS, NOTES, AND OTHER EVIDENCES OF INDEBTEDNESS AND OWNERSHIP] of any description, whatever, and execute any and all documents necessary to the consummation of any sale, assignment or transfer of any securities registered in the name of the Permanent University Fund of The University of Texas or the Board of Regents of The University of Texas System or in any other form of registration of such securities held for the account of the Permanent University Fund of The University of Texas or [(FORMERLY] the Board of Regents of The University of Texas []) System in whatever manner, including all fiduciary capacities, and including those registered in the names of trusts or foundations managed and controlled by said Board of Regents.
  
- 1.5 Authority to Execute Proxies. --The Deputy Chancellor or the Associate Deputy Chancellor for Investments, Trusts and Lands, [AND/OR THE EXECUTIVE ASSISTANT FOR ADMINISTRATION] or any Trust Officer, or the Director of Stock Research are each authorized to execute proxies within the approved investment policies.

Mr. Long  
has changes in  
it)

Amend the Regents' Rules and Regulations, Part Two, Chapter IX, Subsections 2.213, 2.22, and 2.61 as follows:

Sec. 2. Investment Policy for Permanent University Fund.

2.2 Standards as to Quality.

2.213 [TO BE ELIGIBLE FOR PURCHASE, PREFERRED AND] Common stocks and convertible securities are eligible for purchase if they are [MUST BE] issued by corporations which [THAT] have been [FORMALLY] approved by the Board of Regents.

2.22 Corporate [BONDS AND] Obligations and Preferred Stocks: Corporate Bonds and Preferred Stocks must be rated "A" or better by Moody's Investors Service, Inc., or by Standard and Poor's Corporation [A NATIONALLY RECOGNIZED RATING SERVICE]. Bonds or preferred stocks offered by private placement and [, OR WHICH FOR OTHER REASONS ARE] not rated [BY SUCH AGENCIES,] may be purchased if in the opinion of [THEY BEAR A RATING OF EQUIVALENT QUALITY BY] the University's Investment Counsel they are of "A" quality or better. [CONVERTIBLE DEBENTURES ISSUED BY COMPANIES ON THE APPROVED LIST AND] Commercial Paper must be rated in the two highest quality classes by Moody's Investors Service, Inc., or Standard and Poor's Corporation to be eligible for purchase. [SHALL NOT BE SUBJECT TO THIS RATING REQUIREMENT.]

2.6 Implementation of Policies.

2.61 Approved List. A list of companies whose stocks are considered suitable for purchase or retention shall, after consultation with the Staff Investment Committee, the Investment Counsel, and the Investment Advisory Committee, be submitted by the Deputy Chancellor, or the Associate Deputy Chancellor for Investments, Trusts and Lands for approval by the Board of Regents through the Regents' Land and Investment Committee. [IN SIMILAR MANNER, RECOMMENDATIONS REGARDING ADDITIONS TO AND DELETIONS FROM SUCH LIST SHALL BE SUBMITTED FOR THE REGENTS' APPROVAL.] This list will be reviewed annually.

Amend Part Two, Chapter IX, Subsections 6.1 and 6.3 as follows:

Sec. 6. Investment Advisory Committee.

6.1 Membership.--Five [THE FOUR] members of the Committee shall be selected because of their particular qualifications and experience in the field of investments, including [WITH PRIMARY EMPHASIS BEING PLACED ON THEIR] experience in bond and corporate stock investments.

6.3 Term of Office [AND COMPENSATION].--Each member shall serve a five [FOUR] year term on a rotating basis, with the term of one member expiring each August 31 [, AND SHALL BE COMPENSATED AT THE RATE OF \$100 PER MEETING ATTENDED].

- 4a. Report of Membership of Committee to Study Process for Selection of Chief Administrative Officers (Presidents) of Component Institutions. --Chairman Shivers wishes to report that since the meeting on October 24, 1975, he has accepted the suggestion of Dr. William S. Livingston, Chairman of the Faculty Senate at The University of Texas at Austin, to add to the membership of the Committee to Study Process for Selection of Chief Administrative Officers (Presidents) of Component Institutions of the U. T. System an additional faculty member from U. T. Austin.

To this committee, Chairman Shivers announces that he has named the following:

Regental Representatives

Regent Allan Shivers (Chairman of Committee)  
Regent (Mrs.) Lyndon B. Johnson  
Regent Dan C. Williams

Chief Administrative Officers of Three Component Institutions

President Lorene Rogers, The University of Texas  
at Austin  
President Bryce Jordan, The University of Texas  
at Dallas  
President William C. Levin, The University of Texas  
Medical Branch at Galveston

Representative from Ex-Students' Association

Mr. Wales Madden, President, Ex-Students' Association

Faculty Representatives

Mr. W. Page Keeton, School of Law, The University  
of Texas at Austin *for work for*  
Dr. Howard Rase, Cunningham Professor of Chemical  
Engineering, The University of Texas at Austin  
Dr. Polykarp Kusch, Nobel Laureate in Physics and  
Professor of Physics, The University of Texas at  
Dallas  
A. R. Remmers, Jr., M.D., Professor of Internal  
Medicine, The University of Texas Medical Branch  
at Galveston *selected by Regent C. McElvee*  
*W.C.M.*

Student Representatives

Mr. Tim Furlong, Senior in School of Law, The Univer-  
sity of Texas at Austin *Student J. - utd*  
Mr. John W. Craddock, Jr., Pre-med Student, The  
University of Texas at Austin *appointed*  
Mrs. Kathlyn S. McElveen, Vice-President of Student  
Congress, The University of Texas at Dallas *selected*  
Mr. William Race, Fourth Year Medical Student and *in*  
recently retired President of Student Government, *advised*  
The University of Texas Medical Branch at *80.5.75*  
Galveston

*list selected*  
*by Regent C. McElvee*  
The committee held its first meeting at 10:00 a. m. on Friday, December 5, 1975, in the Regents' Room at The University of Texas at Austin.



## B. U. T. System

### 5. Proposed 1976-77 Budget Policies. --System Administration recommends the following 1976-77 Budget Policies:

#### 1976-77 BUDGET POLICIES AND LIMITATIONS

for General Operating Budgets, Auxiliary Enterprises, Contract Areas, Current Restricted Funds, and Service and Revolving Fund Activities

Chief Administrative Officers are to write the "first" draft of their operating budgets conservatively, utilizing the following policy items.

1. Over-all budget totals, including reasonable reserves, must be limited to the funds available for the year from:
  - a. General Revenue Appropriations,
  - b. Estimates of local income, and
  - c. Limited use of institutional Unappropriated Balances.
2. The recommendations for salary increases for both teaching and non-teaching personnel are subject to the current regulations and directives included in the General Appropriations Bill. Article IV, Section 45 provides that a 6.8% salary increase may be given to all employees making \$10,500 or more per year and shall be given to all non-faculty employees making less than \$10,500 a year.
3. Selective merit salary advances may be provided for the faculty and professional staff. In the case of faculty, merit advances or advances in rank are to be on the basis of teaching effectiveness. This policy relating to faculty salary increases applies to all fund sources.
4. New faculty positions are to be based on conservative estimates of enrollment increases. Total faculty staffing should be reviewed in terms of planned increases in work-load.
5. Merit salary advances for classified personnel in accordance with the Personnel Pay Plan policies approved by the Board may be given only to individuals who will have been employed by the institution for at least 6 months as of August 31, 1976.
6. New classified positions are to be requested only where increased work-load justifies.
7. Maintenance, Operation, and Equipment items should be based only on such amounts as are needed. Increases are not to exceed 15% in total over amounts budgeted in 1975-76 except as related to new programs or newly developing institutions.
8. Travel funds are to be shown as separate line items.
9. All requests for Special Equipment must be supported with detailed descriptions and justification.
10. As a general rule, no increase in salary may be made for any faculty member or administrator while he is on research leave, on leave without pay, or on assignment outside of the U. T. System institutions.

11. MAXIMUM SALARY LIMITATIONS (Medical Units - 12 Months Basis)  
FOR FISCAL YEAR 1976-77

<u>Rank</u>	<u>Maximum State Salary Rates</u>	<u>Maximum Remuneration</u>
Professor and Chairman	\$ 47,000	\$ 70,500
Professor	45,000	67,500
Associate Professor	40,000	60,000
Assistant Professor	35,500	53,250
Instructor	29,500	44,250

Remuneration may be paid to ranked faculty from multiple fund sources including general budget funds, contract funds, gift funds, etc., subject to maximum limitations approved by the Board of Regents.

Remuneration may include professional income earned and deposited in the institutional trust fund account or other available trust or grant funds. Maximum remuneration in the 1976-77 budget is limited to 50 percent above the maximum State salary rate, by rank, except that in "Exceptional Situations" the limit is not to exceed 75 percent.

1976-77 OPERATING BUDGET CALENDAR

December 12, 1975	Board Approval of Policies
March 15, 1976	<u>Four</u> Draft Copies of budgets due to System Administration (including supplemental data)
April 1, 1976	Budget Hearings with System Administration
May 1, 1976	Thirty Copies of Budgets due to System Administration (with adjusted supplemental data as applicable)
June 1, 1976	Budgets mailed to Board of Regents
June, 1976	Regents' Budget Meeting

C. U. T. Austin

6. Proposed Redesignation of Teacher Education Foundation to College of Education Foundation (Amendment to Regents' Rules and Regulations) and Approval of Nominees to College of Education Foundation Advisory Council. --

System Administration concurs in the recommendation of President Rogers, as set forth in her letter dated October 21, 1975 reproduced below, that two actions be approved by the Board of Regents to reactivate and enhance the private fund development capability of the College of Education.

1. That the Teacher Education Foundation, an internal foundation as designated in the Regents' Rules and Regulations, Part One, Chapter VII, Section 3.17 (which has been inactive for about ten years), be redesignated as the College of Education Foundation; and

2. That the individuals listed below be approved as initial nominees to the College of Education Foundation Advisory Council for terms to expire in 1978. In the usual manner, the final membership of this Council will be reported for the record at a later meeting.

THE UNIVERSITY OF TEXAS AT AUSTIN  
COLLEGE OF EDUCATION FOUNDATION ADVISORY COUNCIL

Recommended Appointments to Membership

Authorized Membership 0 Recommended Membership 12

Recommended Appointments to 3 Year Terms, Ending 1978

Mr. Ralph Anderson, Houston  
Business: Architect, Wilson, Morris, Crain and Anderson  
Mr. David B. Barrow, Sr., Austin  
Business: Land investments  
Mrs. D. Harold Byrd, Dallas  
Business: Housewife and Civic Leader  
Dr. C. C. Colvert (Ph.D.), Austin  
Business: Retired Professor  
Mr. James W. Edgar, Austin  
Business: Retired Commissioner of Education, State of Texas  
Mrs. Hazel Jane Clements Friday, Huntsville  
Business: Housewife and Civic Leader  
Mr. Richard A. Haberman, Austin  
Business: Land investments  
Mrs. Ralph Hanna, Austin  
Business: Housewife and Civic Leader  
Mr. Courtney D. Marshall, Maxwell  
Business: Retired from Mobil Oil Company  
Mrs. Patrick Nugent, Austin  
Business: Housewife and Civic Leader  
Dr. Gordon Teal (Ph.D.), Dallas  
Business: Physicist for Texas Instruments  
Mrs. Robert Wilkes, Austin  
Business: Housewife and Civic Leader

(These names will not be released until their acceptances have been received.)

**SECRETARY'S NOTE:** There are several changes in the list of foundations in Section 3.17 of Chapter VII of Part One, and these will be submitted at the next regular meeting of the Board of Regents as a proposed amendment to the Regents' Rules and Regulations.



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

October 21, 1975

*President*

Mr. W. D. Blunk  
Director for Development  
The University of Texas System  
201 West Seventh Street  
Austin, Texas 78701

Dear Mr. Blunk:

Section 3.17 of Chapter VII, Part One, of the Board of Regents' Rules and Regulations lists the Teacher Education Foundation as being established in 1956. This foundation has been inactive for at least ten years. The College of Education now desires to reactivate this foundation and requests that its name be changed to "College of Education Foundation." If you approve the above name change and reactivation would you please take the necessary steps to have this approved by the Board of Regents.

Although the normal yearly deadline for recommendations on advisory councils has passed, due to the planned development activity of the College of Education it is requested that the attached recommended nominees to the College of Education Foundation Advisory Council be submitted to the Board of Regents for approval at their next meeting.

Your help in this matter will be appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Lorene L. Rogers".

Lorene L. Rogers  
President

LLR:gl

Attachment

7. Request to Waive Regents' Rules and Regulations  
Regarding Nepotism. --

System Administration concurs in President Rogers' recommendation set forth below that Part One, Chapter III, Section 5.32 of the Regents' Rules and Regulations be waived to allow the part-time employment of Mrs. Roslyn S. Blum as a Social Science Research Associate in the LBJ School of Public Affairs at U.T. Austin.

THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

October 27, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File *See*

OCT 30 1975 *Agenda*

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

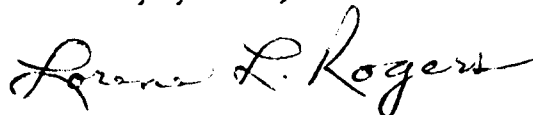
Dear Mr. Walker:

Enclosed is a letter from Dean William B. Cannon asking for a waiver of the Regents' Nepotism Rule (Part One, Chapter III, Section 5.32) in order to permit him to employ Mrs. Roslyn S. Blum as a Social Science Research Associate IV for one-fourth time. The appointment is for the period November 1, 1975 through June 30, 1976. Mrs. Blum is the wife of Dr. Albert Blum, who is the project director of a contract between the University and the Department of Labor. This request, endorsed by Mr. Norman Minter, Director of the Office of Personnel Services and Employee Relations, has also been reviewed by Vice President James H. Colvin. They concur that a waiver of the Regents' Nepotism Rule would be appropriate.

I recommend approval, and request that the Regents' be asked to approve the waiver at their December 12, 1975 meeting, such action to be taken with the understanding that any subsequent changes in salary or title for Mrs. Blum would necessarily receive approval through all appropriate channels.

If you concur, would you submit the proposal for regental approval.

Sincerely yours,



Lorene L. Rogers  
President

LLR/aj  
enclosures

cc: Mr. James H. Colvin  
Mr. Norman Minter  
Mrs. Mary Guyon



THE UNIVERSITY OF TEXAS AT AUSTIN  
 LYNDON B. JOHNSON SCHOOL OF PUBLIC AFFAIRS  
 AUSTIN, TEXAS 78712

RECEIVED  
 OCT 14 1975  
 UPSEN

Office of the Dean

October 13, 1975

VICE-PRESIDENT  
 FOR BUSINESS AFFAIRS  
 U. T. AUSTIN

Mr. Norman W. Minter, Director  
 Office of Personnel Services and Employee Relations  
 108 East Martin Luther King Blvd.

OCT 21 1975

To.....For Info and Return  
 To.....Please Advise Me  
 To.....Please Handle

Dear Mr. Minter:

Attached is a request for the appointment of Mrs. Roslyn S. Blum as Social Science Research Associate IV, part-time (10 hours per week), on the University's Contract #J-9-P-5-0067 with the Department of Labor, for the period November 1, 1975 through June 30, 1976, termination date of the contract.

The above contract, under the direction of Dr. Albert Blum to conduct a study dealing with the impact of Mexican and Canadian industrial relations policies on U.S. policies, was originally with Michigan State University and was transferred to the University and the LBJ School of Public Affairs in May 1975. Mrs. Blum, wife of Dr. Blum, worked as a researcher on the project at Michigan State and is familiar with all aspects of the study. Although Dr. Blum is the Project Director and will be Mrs. Blum's supervisor, control of her salary will be governed by University regulations and will be under my supervision. Mrs. Blum is eminently qualified to do the work needed and it is essential to the project that she continue to assist in its final phases. Therefore, I request a waiver of the University's nepotism rule in this case.

Sincerely,

*William B. Cannon*  
 William B. Cannon  
 Dean

WBC:1  
 Attachment

8. Request to Waive Regents' Rules and Regulations (Leave of Absence) and Authorization for Leave of Absence Without Pay. --

System Administration concurs in President Rogers' recommendation that an exception be made to the Regents' Rules and Regulations, Part One, Chapter III, Section 16, and authorization for a fourth year leave of absence without pay be given to Professor Millard H. Ruud of the U.T. Austin School of Law.

As stated in President Rogers' letter reproduced below, on April 24, 1973, the Board of Regents approved a three year leave of absence without pay for Professor Ruud to allow him to accept the position of Executive Director of the Association of American Law Schools beginning the 1973-74 academic year. The Regents also expressed a willingness to extend that leave of absence for each of, but in total no more than, two additional years. With the endorsement of the appropriate administrative officials at U.T. Austin, Professor Ruud is now requesting a fourth year leave of absence without pay in order for him to continue in this position through 1976-77.



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

November 10, 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

On April 24, 1973, the Board of Regents approved a three year leave of absence without pay for Law Professor Millard Ruud in order for him to accept the position of Executive Director of the Association of American Law Schools. The Regents also indicated their willingness to receive requests to extend that leave of absence for each of, but in total no more than, two additional years.

Professor Ruud, in his letter to Dean Ernest Smith of October 14, 1975, has requested a fourth year and gives the justification for this request. In the attached letters, Dean Smith, Provost Ross and Dean Lieb have endorsed the request.

CHANCELLOR'S OFFICE U. OF T.

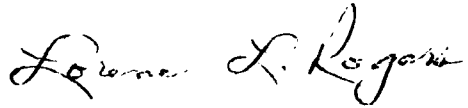
Acknowledged.....File *Agenda*  
*Herman*

NOV 14 1975

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

May I recommend that your approval and that of the Board of Regents be given to our request for Professor Ruud's extended leave of absence through 1976-77?

Sincerely yours,



Lorene L. Rogers  
President

LLR/aj  
Enclosures  
cc: Dr. Stanley R. Ross



THE UNIVERSITY OF TEXAS AT AUSTIN  
AUSTIN, TEXAS 78712

PRESIDENT'S OFFICE U. T. AUSTIN
REC'D NOV 04 1975
HANDLE _____
COMMENT & RETURN _____
FILE OR DISCARD _____

November 4, 1975

1345

*Vice President and Provost*

Dr. Lorene L. Rogers  
President  
MAI 400

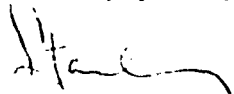
Dear Lorene:

Something over three years ago approval was given for a leave of absence for Professor Millard H. Ruud of the School of Law so that he might serve as Executive Director of the Association of American Law Schools. At the time, it was understood that the University and the UT System and the Board of Regents were approving a three-year absence with the further understanding that the administration would receive without prejudice requests for leave of absence for each of two additional years.

Professor Ruud now has requested a fourth year and Dean Smith has endorsed the request for an extension through 1976-77. His letter offers the justification for approval. Chet Lieb has added his endorsement when I consulted with him, and I am pleased to add mine. I believe that the Regental Rules require that such an extension be approved by both the UT System and the Board of Regents.

I recommend that you approve the request and recommend it for favorable consideration to the Deputy Chancellor and the Board of Regents.

Sincerely yours,



Stanley R. Ross  
Vice President and Provost

SRR:gdg  
Attachments





THE UNIVERSITY OF TEXAS AT AUSTIN  
AUSTIN, TEXAS 78712

Office of the Vice-President  
and Dean of Graduate Studies

October 28, 1975

Dr. Stanley Ross  
Vice-President and Provost  
The University of Texas at Austin  
MAI 201

Dear Stanley:

Thank you for sending me a copy of Ernest Smith's request that an additional year of leave be provided to Professor Millard H. Ruud.

Ernest's case is convincing.

May I recommend that you endorse his request and authorize a leave for Millard for next year.

Yours cordially,

A handwritten signature in cursive script, appearing to read "Clint", with a horizontal line drawn through it.

Irwin C. Lieb

ds

OFFICE OF THE PROVOST	
REC'D.	NOV 3 1975
APPROVED:	_____
REFER TO	PROVOST



THE UNIVERSITY OF TEXAS AT AUSTIN  
SCHOOL OF LAW  
2500 Red River  
AUSTIN, TEXAS 78705

1000-10-100  
1000-10-100

OFFICE OF THE PROVOST	
REC'D.	OCT 23 1975
APPROVED:	
REFER TO	PROVOST

Office of the Dean

October 22, 1975

Dr. Stanley R. Ross  
Vice President and Provost  
The University of Texas at Austin  
MAI 201

Dear Stan:

I am requesting a leave of absence for the school year 1976-77 for Professor Millard H. Ruud. As you may recall, in 1973, it was agreed that Millard would receive a leave of absence without pay for a three-year period commencing with the 1973-74 academic year so that he could serve as Executive Director of the Association of American Law Schools. It was also agreed that Millard would be informed of the willingness of the University's administration and Regents to receive without prejudice requests to extend that leave of absence for each of two additional years. This request is for the first additional year of that leave of absence. In other words, Millard's three year leave of absence will end with this academic year. I am requesting for him a fourth year's leave of absence.

Millard's position as Executive Director has enabled him to perform a service to legal education which few other persons would be capable of. Moreover, his presence in this position has been of unquestioned benefit to The University of Texas at Austin. I feel that Millard, the American Association of Law Schools and The University of Texas at Austin would benefit from his continuation in the position of Executive Director of the Association of American Law Schools for the 1976-77 academic year. Needless to say, I will make all arrangements necessary to cover Millard's teaching responsibilities during this period of time.

Sincerely yours,

Ernest E. Smith  
Dean

EES:kl

# ASSOCIATION OF AMERICAN LAW SCHOOLS

Suite 370, One Dupont Circle, N.W.  
Washington, D.C. 20036  
202/293-8851

October 14, 1975

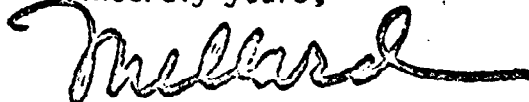
Dean Ernest E. Smith, III  
University of Texas School of Law  
2500 Red River  
Austin, Texas 78705

Dear Ernest:

I hereby apply for a leave of absence for the school year 1976 - 77, so that I may continue to serve for another year as the Executive Director of the Association of American Law Schools.

I believe that the opportunity for service to legal education through another year in this position would justify another year's absence from the classroom.

Sincerely yours,



Millard H. Ruud

cc: Professor Charles J. Meyers  
Professor Francis A. Allen

- 8a. Appointment of Dr. Sidney Weintraub to Dean Rusk Chair in Lyndon B. Johnson School of Public Affairs. --In the Executive Session of the Committee on October 24, 1975, upon recommendation of President Rogers, Dr. Sidney Weintraub was named first recipient of the Dean Rusk Chair in the Lyndon B. Johnson School of Public Affairs at The University of Texas at Austin. Details of Dr. Weintraub's appointment will appear in a subsequent docket.

This appointment is herewith reported and in all things ratified and confirmed.

9. Report by President Rogers on Operation of Faculty Center. --

President Rogers has requested the opportunity to make a report to the Board of Regents regarding the operation of the Faculty Center as an auxiliary enterprise of U. T. Austin.



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

November 21, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

NOV 21 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

For the information of the Board of Regents, I would like to report that the Faculty Center opened on October 6, 1975 as an auxiliary enterprise of the University and is doing well. The day-to-day supervision of the Center is provided by the Center Manager who reports to me through a small operating committee.

At this time, the Center is being well used and is enjoying constant growth. It would be my pleasure to provide a short verbal report to the Board at their December meeting and to answer any questions they may have.

Sincerely yours,

A handwritten signature in cursive script that reads "Lorene L. Rogers".

Lorene L. Rogers  
President

LLR/aj

10. Interim Report on Proposed Ima Hogg Park. --

*Chm*

President Rogers has requested the opportunity to make an interim report to the Board of Regents regarding the proposed Ima Hogg Park as presented to the Board by Mr. John Osborne and Mr. Chuck Dvorsky on October 24, 1975.

THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

November 21, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File.....

NOV 21 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

In compliance with the recommendations of the Board of Regents given to me at the October 24 meeting, I am prepared to provide a brief interim report in the proposed Ima Hogg Park as presented to the Board by Mr. John Osborne and Chuck Dvorsky.

There are fundamentally two issues which are being considered by me and my staff at this time:

- (1) The impact which the proposal would have upon long range plans for facilities on this campus. This includes a careful review of those portions which have been dedicated for other uses.
- (2) The appropriateness of this proposal as a proper memorial to Miss Ima Hogg.

I would be pleased to provide more information to the Board at their December meeting and to answer any questions directed to me.

Sincerely yours,

*Lorene L. Rogers*

Lorene L. Rogers  
President

LLR/aj

D. U. T. San Antonio

11. Request to Waive Regents' Rules and Regulations  
Regarding Nepotism. --

System Administration concurs in the recommendation of President Flawn, set out below, that Part One, Chapter III, Section 5.32 of the Regents' Rules and Regulations be waived to allow the half-time employment of Mrs. Jack Maguire as Publications Adviser for the Institute of Texan Cultures effective January 15, 1976.



THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
SAN ANTONIO, TEXAS 78285  
512-691-4101

OFFICE OF THE PRESIDENT

October 19, 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado  
Austin, Texas 78701

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File *Lee. By R.*

OCT 21 1975

To.....For Info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

I write to request a waiver of the nepotism rule as set out in Regents' Rules and Regulations Part I, Chapter III, Section 5, to permit the employment (half-time) of Mrs. Jack Maguire as Publications Advisor for the Institute of Texan Cultures effective January 15, 1976.

Mrs. Maguire's spouse, Mr. Jack Maguire, who will become Executive Director of the Institute on that same date, will not exercise authority over Mrs. Maguire's salary or promotions. Mrs. Maguire will be hired on my authority and I shall exercise supervisory authority over her employment.

Yours very truly,

PETER T. FLAWN

PTF:mc

12. Request to Approve Transfer of Funds Between Legislative Appropriation Items. --

President Flawn in his letter of recommendation set forth below has requested permission to transfer the balance of \$74,100 from the appropriated item for Lease of Facilities to other appropriation items as deemed necessary, and approved by the Deputy Chancellor.

System Administration concurs in Dr. Flawn's recommendation that this transfer be approved and further recommends that the resolution set out below be adopted by the Board of Regents.

BE IT RESOLVED, pursuant to the provisions of Article IV, Section 20, Senate Bill 52, 64th Legislature, that the State Comptroller is hereby requested to make transfers from the item Lease of Facilities (\$75,000) to other Legislative Appropriations for the General Revenue Fund of The University of Texas at San Antonio, fiscal year 1975-76, as determined necessary by the President and approved by the Deputy Chancellor of The University of Texas System.



THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
SAN ANTONIO, TEXAS 78285  
512-691-4101

OFFICE OF THE PRESIDENT

October 24, 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File *See*

OCT 30 1975 *By K*

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

The Legislature appropriated \$75,000 to UT San Antonio for Lease of Facilities in 1975-76. At this time we feel fortunate that we have encumbered only \$900. We do not anticipate the need for additional funds for lease of space. I write to request permission to transfer the balance of \$74,100 to other appropriation items as deemed necessary. As any proposed transfers of this nature require prior approval of the Board, I would like to request that the attached Draft Agenda Item be submitted to the December 12 meeting of the Board.

Yours very truly,

PETER T. FLAWN

PTF/bs  
Enclosure



THE UNIVERSITY OF TEXAS SYSTEM

Office of the Deputy Chancellor

601 COLORADO STREET, AUSTIN, TEXAS 78701

December 10, 1975

The Honorable Allan Shivers  
300 Austin National Bank Building  
Austin, Texas 78701

Dear Governor Shivers:

This letter concerns the Committee of the Whole item entitled, "Dallas Health Science Center: Ratification of Patent Rights Relating to Dr. John R. Lynn," appearing on page C of W 31 in the Material Supporting Agenda for the December 12 meeting of the Board of Regents.

Initially the patent attorney for Professor Lynn had asked for Regental ratification of the patent rights between the University and Dr. Lynn. After further review, however, the attorney and Dr. Lynn have determined that a letter from System Administration stating that the patent will be handled in accordance with the existing patent policy in effect at the time of the invention will satisfy their requirements, and no Regental action is now necessary.

If you have any further questions regarding this item, please let me know.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "E. D. Walker".

E. D. Walker  
Deputy Chancellor

EDW:nn

Xc: Miss Thedford



*With Dr. Lynn  
by Walker*

E. Dallas Health Science Center

13. Ratification of Patent Rights Relating to Dr. John R. Lynn. --

The University of Texas Health Science Center at Dallas, prior to the adoption of the present patent policy, approved an arrangement with Dr. John R. Lynn in the Department of Ophthalmology, whereby patent rights resulting from the development of compatible computerized ophthalmologic diagnostic devices would be the property of Dr. John R. Lynn, who obtained patents, and The University of Texas Health Science Center at Dallas would receive twenty percent (20%) of royalties to which Dr. John R. Lynn is otherwise entitled as an inventor. Pursuant to the prior patent policy, The University of Texas Health Science Center at Dallas acknowledges ownership of foreign patent rights released by the Department of Health, Education and Welfare and comparable funding agencies would be the property of Dr. John R. Lynn to the extent of his individual rights as an inventor. In order to reconcile differences in the prior and present patent policies, The University of Texas Health Science Center at Dallas requests that the prior arrangement be ratified and approved under existing patent policy insofar as Dr. Lynn is concerned.

Dr. Charles C. Sprague and System Administration recommend that the patent agreement, as outlined above, be approved, and if an additional agreement should become necessary, to implement this intent that Dr. Sprague and Deputy Chancellor E. D. Walker be authorized to execute such an agreement on behalf of The University of Texas Health Science Center at Dallas. It is further recommended that all patent rights now vesting in Dr. John R. Lynn of the Department of Ophthalmology be in all things ratified and approved.

F. Galveston Medical Branch and U. T. Austin

14. Proposal to Dissolve Existing National Advisory Committee for the Marine Sciences Institute and for the Marine Biomedical Institute and to Reconstitute the National Advisory Committee for the Marine Biomedical Institute; and Request for Approval of Nominations for Membership of this National Advisory Committee. --

System Administration concurs in President Levin's recommendation that the existing National Advisory Committee for the Marine Sciences Institute of The University of Texas at Austin and for the Marine Biomedical Institute of The University of Texas Medical Branch at Galveston be dissolved. President Rogers concurs in this proposal.

It is further recommended by President Levin and concurred in by System Administration that the National Advisory Committee to the Marine Biomedical Institute at The University of Texas Medical Branch at Galveston be reconstituted and that the individuals nominated by President Levin, in his letter set forth below, be approved for membership to this National Advisory Committee.

President Rogers will submit nominees for a National Advisory Committee to the Marine Sciences Institute at a future meeting of the Board of Regents.



THE UNIVERSITY OF TEXAS MEDICAL BRANCH  
GALVESTON, TEXAS 77550

November 4, 1975

OFFICE OF THE PRESIDENT  
PHONE: (713) 765-1902

Mr. E. D. Walker  
Deputy Chancellor for Administration  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

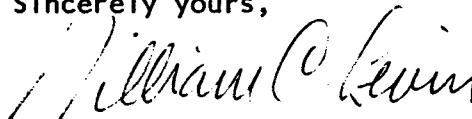
Dear Mr. Walker:

Since the director of Marine Sciences Institute of The University of Texas at Austin will maintain headquarters at The University of Texas at Austin, I should like to propose that the National Advisory Committee for the Marine Sciences Institute of The University of Texas at Austin and for the Marine Biomedical Institute of The University of Texas Medical Branch at Galveston be dissolved.

I have discussed this with Dr. Rogers and she has indicated her concurrence with this proposal.

I should like to request that this recommendation be submitted to the Board of Regents for their action.

Sincerely yours,



William C. Levin, M. D.  
President

WCL:gh

cc: Dr. Lorene Rogers



THE UNIVERSITY OF TEXAS MEDICAL BRANCH  
GALVESTON, TEXAS 77550

OFFICE OF THE PRESIDENT  
PHONE: (713) 768-1902

November 5, 1975

CHANCELLOR'S OFFICE U. of T.

Acknowledged.....File *Agend*

NOV 6 1975

Mr. E.D. Walker  
Deputy Chancellor  
for Administration  
The University of Texas  
System  
601 Colorado Street  
Austin, Texas 78701

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

I should like to propose the reconstitution of the National Advisory Committee to the Marine Biomedical Institute at The University of Texas Medical Branch at Galveston.

I should like to propose that the membership of this committee consist of the following individuals:

Mr. Rex G. Baker, Jr.  
President  
Southwestern Group Investors, Inc.  
3300 Main Street  
Houston, Texas 77002

Dr. Blair Justice  
University of Texas  
School of Public Health  
P.O. Box 20186  
Houston, Texas 77025

Mr. William H. Bauer  
Bauer Ranches  
P.O. Box BB  
LaWard, Texas 77970

Mr. Rai Kelso  
Kelso Marine  
7002 Industrial Boulevard  
Galveston, Texas 77550

Dr. Cecil H. Green - Chairman  
Texas Instruments, Inc.  
P.O. Box 5474  
Mail Station 230  
Dallas, Texas 75222

Mr. Carl H. Savit  
Senior Vice President  
Western Geophysical  
P.O. Box 2469  
Houston, Texas 77001

Dr. A. Baird Hastings  
2130 Vallecitos  
Apt. #147  
LaJolla, California 92037

Dr. Francis O. Schmitt  
Neurosciences Research Program Center  
165 Allendale Street  
Jamaica Plain  
Boston, Massachusetts 02130

Mr. Jack S. Josey  
Josey Oil Company  
504 Waugh Drive  
Houston, Texas 77019

Dr. Frederick Seitz  
President  
Rockefeller University  
York Avenue and East 66 Street  
New York, New York 10021

Dr. H.B. Steinbach  
Makapuu Oceanic Foundation  
Waimanalo, Hawaii 96795

Mr. James C. Storm  
900 Corpus Christi  
State National Building  
Corpus Christi, Texas 78401


Mr. Lee B. Stone  
1333 West Loop South  
P.O. Box 27166  
Houston, Texas 77027

The Honorable Clark W. Thompson  
Cotton Exchange Building  
Galveston, Texas 77550

(Members are appointed by the Board of Regents, without term.)

I should appreciate your submitting this recommendation to the Board of Regents for their action.

Sincerely yours,

  
William C. Levin, M.D.  
President

WCL:ny

*EWD*

OFFICE OF THE DEPUTY CHANCELLOR

AGENDA ITEM FOR BOARD OF REGENTS' MEETING

+ to BAT  
11/21/75

Date of Meeting: December 12, 1975

To Be Considered By: \_\_\_\_\_ Committee

System Components Concerned: Dallas Health Science Center


Subject: Ratification of Patent Rights Relating to Dr. John R. Lynn

Recommendation: (The recommendation should be followed by a description of appropriate background information and reference to any applicable previous Minute Order.)

The University of Texas Health Science Center at Dallas, prior to the adoption of the present patent policy, approved an arrangement with Dr. John R. Lynn in the Department of Ophthalmology, whereby patent rights resulting from the development of compatible computerized ophthalmologic diagnostic devices would be the property of Dr. John R. Lynn, who obtained patents, and The University of Texas Health Science Center at Dallas would receive twenty percent (20%) of royalties to which Dr. John R. Lynn is otherwise entitled as an inventor. Pursuant to the prior patent policy, The University of Texas Health Science Center at Dallas acknowledges ownership of foreign patent rights released by the Department of Health, Education and Welfare and comparable funding agencies would be the property of Dr. John R. Lynn to the extent of his individual rights as an inventor. In order to reconcile differences in the prior and present patent policies, The University of Texas Health Science Center at Dallas requests that the prior arrangement be ratified and approved under existing patent policy insofar as Dr. Lynn is concerned.

Dr. Charles C. Sprague and System Administration recommend that the patent agreement, as outlined above, be approved, and if an additional agreement should become necessary, to implement this intent that Dr. Sprague and Deputy Chancellor E. D. Walker be authorized to execute such an agreement on behalf of The University of Texas Health Science Center at Dallas. It is further recommended that all patent rights now vesting in Dr. John R. Lynn of the Department of Ophthalmology be in all things ratified and approved.

Original + 1 xc to Secretary to the Board of Regents

xcs: Chancellor  
Deputy Chancellor   
Health Affairs Office  
Law Office  
\_\_\_\_\_  
\_\_\_\_\_

Supporting Documentation Attached

Date: 11/21/75  
BW:nn



THE UNIVERSITY OF TEXAS SYSTEM

Office of the Deputy Chancellor

601 COLORADO STREET, AUSTIN, TEXAS 78701

December 10, 1975

*cow  
item #13*

The Honorable Allan Shivers  
300 Austin National Bank Building  
Austin, Texas 78701

Dear Governor Shivers:

This letter concerns the Committee of the Whole item entitled, "Dallas Health Science Center: Ratification of Patent Rights Relating to Dr. John R. Lynn," appearing on page C of W 31 in the Material Supporting Agenda for the December 12 meeting of the Board of Regents.

Initially the patent attorney for Professor Lynn had asked for Regental ratification of the patent rights between the University and Dr. Lynn. After further review, however, the attorney and Dr. Lynn have determined that a letter from System Administration stating that the patent will be handled in accordance with the existing patent policy in effect at the time of the invention will satisfy their requirements, and no Regental action is now necessary.

If you have any further questions regarding this item, please let me know.

Sincerely yours,

*E. D. Walker*  
E. D. Walker  
Deputy Chancellor

EDW:nn

Xc: Miss Thedford

II. SCHEDULED MEETINGS AND EVENTS. --

1976

March 26 Dedication of Graduate School of Business, U. T. Austin (This is an institutional activity.)

1975

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II. SCHEDULED MEETINGS AND EVENTS. --

1976

March 26 Dedication of Graduate School of Business, U. T. Austin (This is an institutional activity.)

1975

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COMMITTEE OF THE WHOLE - OPEN SESSION  
EMERGENCY ITEMS

December 12, 1975

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15. BOARD OF REGENTS: PROPOSED AMENDMENT TO GUIDELINES FOR SANTA RITA AWARD. --

BACKGROUND INFORMATION

The Guidelines for the Santa Rita Award were adopted on September 14, 1973, and are set out below:

EP 14 1973

BOARD OF REGENTS: SANTA RITA AWARD COMMITTEE AND REVISION OF GUIDELINES AND AUTHORIZATION TO PURCHASE MEDALLIONS.--Prior to 1969, the Santa Rita Award Committee was a committee of The University of Texas Development Board. Since the discontinuance of The University of Texas Development Board and the reorganization of private fund development in 1969, the Santa Rita Award Committee, originally created in June 1967, has continued to act. The last award by this committee was on July 27, 1973.

In view of the fact that The University of Texas Development Board no longer exists, the Board of Regents authorized that the award continue to be made but that the Santa Rita Award Committee be a Regental committee plus the Chancellor and the Director for Development of The University of Texas System as ex-officio secretary to the committee without vote.

The Guidelines for the Santa Rita Award were revised as follows:

Guidelines for the Santa Rita Award

I. Standards

A System-wide award which may be made annually to a limited number of individuals who have made valuable contributions over an extended period to The University of Texas System in its developmental efforts. Individuals are defined as persons, as opposed to corporations, charitable trusts, foundations, and like entities. The recipient(s) may be judged on the basis of a broad list of criteria, primary among which will be his (their) demonstrated concern for the principles of higher education generally, as well as a deep commitment to the furtherance of the purposes and objectives of The University of Texas System specifically. Participation by the recipient in the affairs of the System shall be of such character and purpose to serve as a high example of selfless and public-spirited service. Of particular interest will be the effect that such individual activity may have engendered similar motivation from other public and private areas toward the University System.

II. General Conditions

- A. The award, to be known as the "Santa Rita Award," will consist of a medallion and a leather-bound edition of Santa Rita--The Highest Award, to be presented annually, preferably on or about May 28, the anniversary date of Santa Rita Number 1.

B. The award shall be made on behalf of the Board of Regents of The University of Texas System.

C. In most cases the Santa Rita Award will be made to a single individual, but no prohibition is intended as to the number who may be recipients in any one year.

D. To be eligible an individual must be nominated annually, but may receive the award only once.

E. Posthumous awards may be given.

F. No member of the Board of Regents shall be eligible to receive the Santa Rita Award until the termination of his service.

### III. Awards Committee

The Santa Rita Awards Committee shall be composed of:

three members of the Board of Regents appointed annually by the Chairman of the Board of Regents;

the Chancellor of The University of Texas System; and the Director for Development of The University of Texas System, as ex-officio secretary to the committee without vote.

To the greatest extent possible, the identity of the appointed members of the committee shall be kept confidential. Communications to and from the committee shall be through the Director for Development or, if this is impracticable, the Chancellor.

### IV. Nominations for Awards

A. Nominations for the award shall be forwarded to the Awards Committee through the Director for Development (Box 8060, University Station, Austin 78712).

Nominations made by members of the faculty or staff of The University of Texas System must be forwarded through the head of the member's component institution. The institutional head may attach such comments and recommendations as he deems advisable.

B. The nominator shall provide such supporting information and documentation as may be required by the committee.

C. Deadline for such nominations shall be January 15 of each year.

V. Selection of Awardees

Awards shall be made, upon the recommendation of the Awards Committee, by a majority vote of members present at a Board of Regents' meeting at which a quorum is present.

In connection therewith, authority was given for the purchase of ten (10) ten-carat gold Santa Rita medallions at a cost of \$985 each to be paid for from development funds.

RECOMMENDATION

Regent Clark, Chairman of the Santa Rita Awards Committee recommends that the Guidelines for the Santa Rita Award adopted by the Board of Regents on September 14, 1973, be amended as follows:

1. By changing the first three sentences under "I - Standards" to read as follows: \*

A System-wide award which may be made annually to an individual A LIMITED NUMBER OF INDIVIDUALS who has HAVE made valuable contributions over an extended period to The University of Texas System in its developmental efforts. An individual INDIVIDUALS is ARE defined as a person PERSONS, as opposed to a corporation CORPORATIONS, charitable trust TRUSTS, foundation FOUNDATIONS, and like entities. The recipient RECIPIENT(S) may be judged on the basis of a broad list of criteria, primary among which will be his (THEIR) demonstrated concern for the principles of higher education generally, as well as deep commitment to the furtherance of the purposes and objectives of The University of Texas System specifically.

...

2. By deleting paragraph C under "II - General Conditions" and changing the D., E., and F. paragraphs to C., D., and E., respectively.

The award committee will retain the option of recommending no annual award when it is deemed to be appropriate.

Purpose of Recommendation

The purpose of the recommendation is to limit the number of individuals who can receive the Santa Rita Award annually to ONE.

16. BOARD OF REGENTS: SPECIAL COMMITTEE TO ACCEPT GIFTS. --  
To be presented by Chairman Shivers.

17. U. T. AUSTIN: RATIFICATION OF GIFT OF WOODLAWN. --

18. U. T. EL PASO: REQUEST TO AMEND THE SANITARY SEWER LINE EASEMENT HERETOFORE GRANTED TO PROVIDENCE MEMORIAL HOSPITAL.--Pursuant to authorization given by the Board of Regents at its meeting on October 24, 1975, an easement was executed and recorded whereby Providence Memorial Hospital is authorized, under the conditions stated in said easement, to establish and maintain a connecting sanitary sewer line under a described portion of Block 156, Alexander Addition to the City of El Paso, Texas, which lies within the boundaries of the campus of The University of Texas at El Paso.

Although the metes and bounds setting forth the easement were as requested by Providence Memorial Hospital, the Hospital has discovered that said metes and bounds were in error and the sanitary sewer line cannot be established and maintained within the easement as described. Without changing the conditions of the original grant of the easement, the Hospital has requested that the grant be amended by substituting therein a new set of metes and bounds correctly describing the easement.

It is recommended by President Templeton and System Administration that approval be given by the Board for substituting new metes and bounds describing the easement and that the Chairman of the Board be authorized to execute an amendment to the prior easement on behalf of the Board after approval as to content by Deputy Chancellor Walker and as to legal form by a University Attorney. A copy of the document amending the easement will be available for inspection at the Board meeting.

19. UNIVERSITY CANCER CENTER (M.D. ANDERSON): RECOMMENDATION FOR DESIGNATION OF CERTAIN FUNDS PREVIOUSLY GIVEN BY MR. KENNETH D. MULLER FOR THE PURPOSE OF ESTABLISHING THE KEN MULLER PROFESSORSHIP IN PIGMENT CELL BIOLOGY AND ACCEPTANCE AND AUTHORIZATION TO EXECUTE CHARITABLE REMAINDER UNITRUST AGREEMENT COVERING ADDITIONAL GIFT TO BE MADE BY MR. MULLER, -- The Board of Regents of The University of Texas System has previously accepted a gift at the December 7, 1973 meeting of 105.676 acres of land located near Boerne, Kendall County, Texas, in which The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston was to receive a 40% interest; The University of Texas at San Antonio, a 25% interest; St. Luke's Hospital for the Texas Heart Institute, a 25% interest; and the National Council on Alcoholism, San Antonio Area, a 10% interest. At the June 14, 1974 meeting of the Board of Regents, subject property was sold to T. L. & M. Investments, a general partnership, for a total consideration of \$185,000 with a 20% down payment and the balance evidenced by a note and deed of trust bearing interest at 9%, payable over a twenty-three year term. The portion of the proceeds allocated to The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston was designated for a permanent endowment with the income to be used for cancer research and education. Such fund was to be designated as the "Kenneth D. and Janet M. Muller Fund for Cancer Research and Education."

Mr. Kenneth D. Muller has had several discussions with Dr. R. Lee Clark and other members of the faculty of the M. D. Anderson Hospital and Tumor Institute concerning cancer research in pigment cell biology, a field of great interest to him. It is the desire of Mr. Muller, concurred in by President Clark, that the funds heretofore given to The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston be used together with additional gifts contemplated by Mr. Muller in funding a professorship or chair in pigment cell biology. In furtherance of these desires, Mr. Kenneth D. Muller now proposes to give to The University of Texas System Cancer Center for the ultimate use and benefit of M. D. Anderson Hospital and Tumor Institute at Houston all of his interest in and to that certain promissory note secured by real estate with a present outstanding principal balance of \$85,000, bearing interest at the rate of 8% per annum payable monthly, under the terms of which gift, payments are to be made to Mrs. Clara M. Muller, age 77, who is the mother of Mr. Kenneth D. Muller, in an amount equal to 6% of the market value of the trust assets valued annually for her lifetime pursuant to a charitable remainder unitrust agreement, which in all things complies with the current Internal Revenue Service regulations. The remainder interest after the death of Mrs. Clara M. Muller is to be used to supplement the previous gifts for the endowment of the Ken Muller Professorship in Pigment Cell Biology.

President Clark, Associate Deputy Chancellor for Investments, Trusts and Lands Lobb, concurred in by Deputy Chancellor Walker, recommend that the following action be taken:

1. That the proceeds of the previous gift made by Kenneth D. Muller for cancer research and education be designated as a part of the permanent endowment of the Ken Muller Professorship in Pigment Cell Biology.
2. That the current gift of the real estate note with a present outstanding principal balance of ~~\$85,000~~, subject to the life income payments to be made to Mrs. Clara M. Muller pursuant to a charitable remainder unitrust agreement, be accepted.
3. That the Deputy Chancellor be authorized to execute the charitable remainder unitrust agreement and take all other necessary action to consummate this gift within the 1975, tax year.

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## TRUST AGREEMENT

This Charitable Remainder Unitrust Agreement made this \_\_\_\_\_ day of December, 1975, between Ken D. Muller of San Antonio, Bexar County, Texas (hereinafter called the "Donor") and the Board of Regents of The University of Texas System (hereinafter called the "Trustee") for the eventual use and benefit of The University of Texas System Cancer Center, M. D. Anderson Hospital and Tumor Institute.

1. The Donor transfers and delivers to the Trustee the property described in the annexed Schedule "A". This property and all receipts of every kind shall be managed and invested by the Trustee as a single fund (hereinafter called the "Unitrust").

2. (A) During the lifetime of Mrs. Clara M. Muller, who was born July 20, 1898, the Trustee shall pay her in cash in equal monthly installments on the last day of each month, the first installment to be made on the last day of the month of January, 1976, six percent (6%) of the net fair market value of the Unitrust assets, determined annually. The Unitrust assets shall be valued on the first day of each taxable year. Except for short taxable years, the amount described in this paragraph 2(A) shall be paid to Mrs. Clara M. Muller during every taxable year of the Unitrust for her lifetime.

(B) The first taxable year of the Unitrust begins with the date of this Agreement and shall end on December 31, 1975. Subsequent taxable years shall be on a calendar year basis. During any short taxable year the amount which must be paid under paragraph 2(A) shall be a fraction of such amount, of which the numerator is the number of days in the taxable year of the Unitrust and of which the denominator is 365 (366 if February 29th is a day included in the numerator). Notwithstanding the foregoing, the payments to Mrs. Clara M. Muller shall cease with the monthly installment next preceding her death.

(C) The Donor may, from time to time, add property acceptable to the Trustee to the Unitrust. In such case, for the purposes of the taxable year of the Unitrust in which the additional contribution is made:

- (1) The additional property shall be valued at the time of contribution, and
- (2) The amounts described in paragraphs 2(A) and 2(B) shall be computed by multiplying six percent (6%) by the sum of (a)

the net fair market value of the Unitrust assets (excluding the additional property as of the valuation date including any earned income from and any appreciation on such property) and (b) that proportion of the value of the additional property (that was excluded under subdivision (a) of this sub-paragraph) which the number of days (including the day of transfer) remaining in the taxable year of the Unitrust bears to the total number of days in that taxable year of the Unitrust.

(D) Notwithstanding the provisions of paragraphs 2(A), 2(B) and 2(C) the Trustee shall pay the Donor for any year --

- (1) The amount of the Unitrust income (as determined under Section 643(b) of the Internal Revenue Code and the regulations thereunder), if that amount is less than the amount required to be distributed under paragraph 2(A), 2(B) and 2(C) and
- (2) Any amount of the trust income which exceeds the amount required to be distributed under paragraph 2(A), 2(B) and 2(C), to the extent that (by reason of subparagraph (1) the aggregate of the amounts paid in prior years was less than the aggregate of such required amounts.
- (3) Any payments required by this subparagraph (D) shall be made in as nearly equal monthly installments as is practicable.

(E) If the net fair market value of the Unitrust assets is incorrectly determined, the Unitrust shall pay to Mrs. Clara M. Muller, in the case of an undervaluation, or be repaid by Mrs. Clara M. Muller, in the case of an overvaluation, an amount equal to the difference between the amount which the Unitrust should have paid if the correct value were used and the amount which the Unitrust actually paid, within a reasonable period after the final determination of such value.

(F) Upon the death of Mrs. Clara M. Muller this Agreement shall terminate and the then assets of the Unitrust and any accruals shall be paid to The University of



Texas System for use and benefit of The University of Texas System Cancer Center, M. D. Anderson Hospital and Tumor Institute to supplement the previous contributions made by Ken D. Muller to endow the Ken Muller Professorship or Chair in Pigment Cell Biology. If The University of Texas System is not an organization described in Section 170(c) of the Internal Revenue Code (hereinafter called "Code") at the time when any amount is to be irrevocably transferred to it, the Trustee shall transfer such amount to one or more organizations which are described in Code Section 170(c) selected by it and in such shares as it shall determine.

3. In computing the net fair market value of the Unitrust assets there shall be taken into account all accrued assets and accrued liabilities. If a payment date falls on a valuation date, the amount of the payment shall be excluded from the net fair market value. All determinations of the Unitrust's net fair market value shall be in accordance with generally accepted fiduciary accounting principles and any United States Treasury regulations and Internal Revenue Service rulings, procedures and guidelines (hereinafter collectively called "Treasury requirements") governing charitable remainder unitrusts. In any conflict, Treasury requirements shall prevail over generally accepted fiduciary accounting principles and any inconsistent provisions of the Agreement.

4. In addition to the powers conferred upon it by law, the Trustee is authorized to retain the property described in Schedule "A", or may sell the property, invest and reinvest the Unitrust in any kind of property, without diversification as to kind or amount and without regard to the limitations imposed by law on investments, except that it may not invest in assets which do not have an objective, ascertainable market value, such as real estate or stock in a closely held corporation.

5. The Trustee shall not receive compensation for services rendered under this Agreement. No bond or other security shall be required of the Trustee in any jurisdiction.

6. In creating this Unitrust, Donor intends to obtain the full benefit of any income, gift and estate tax charitable contribution deduction to which he (and his estate) may be entitled under the Code and for the Unitrust to qualify as a charitable remainder unitrust under Code Section 664 and the regulations thereunder.

Accordingly, this Unitrust shall be interpreted, valued, managed and invested consistent with the Donor's intent. Without limiting the generality of the foregoing, the Trustee is specifically directed not to (1) engage in act of self-dealing as defined in Code Section 4941(d), (2) retain any excess business holdings as defined in Code Section 4943(c), (3) make any investment which jeopardizes the Unitrust's charitable purposes as defined in Code Section 4944, or (4) make any taxable expenditures as defined in Code Section 4945(d).

7. This Agreement is irrevocable.

8. This Agreement is made pursuant to, and shall be interpreted in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

\_\_\_\_\_  
Ken D. Muller

DONOR

ATTEST:

BOARD OF REGENTS OF  
THE UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
By

Deputy Chancellor

TRUSTEE

*Handwritten scribble and signature*

20. U. T. AUSTIN: REQUEST FOR AUTHORIZATION TO PLAY IN BLUEBONNET BOWL AND ESTIMATED BUDGET THEREFOR. -- It is recommended that the request of President Rogers as set forth in the following memorandum be approved:



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

December 3, 1975

CHANCELLOR'S OFFICE U. of T.  
Acknowledged \_\_\_\_\_ File \_\_\_\_\_

DEC 5 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
OHH 405

To..... Please return  
To..... Please advise me  
To..... Please handle

Dear Mr. Walker:

The University of Texas at Austin football team has been invited to play in the Blue Bonnet Bowl in Houston on December 27, 1975. The proposed budget for the Bowl appearance is as follows:

REVENUE:

Bowl Receipts	150,000	
Southwest Conference Receipts	7,000	
Postage	<u>1,000</u>	
<b>TOTAL REVENUE</b>		<b>158,000</b>

EXPENDITURES:

Team, Staff and Officials Travel	13,000	
Subsistence for Team and Staff	16,000	
Staff Compensation	28,500	
Team and Officials Local		
Transportation	2,000	
Team Practice Housing Expenses	3,000	
Band and Cheerleaders Expenses	15,000	
Sports News Expenses & Game Films	2,000	
Awards	15,000	
Complimentary Tickets	7,000	
Unallocated Funds	<u>5,000</u>	
<b>TOTAL EXPENDITURES</b>		<b><u>106,500</u></b>
<b>NET TO ATHLETIC PROGRAMS</b>		<b>\$ 51,500</b>

If you concur in my approval of the request for the football team to compete in the Blue Bonnet Bowl and of the budget as proposed above, will you submit the request to the Board of Regents at their December 12, 1975 meeting?

Sincerely yours,

*Signature of Lorene L. Rogers*

Lorene L. Rogers  
President

President

C of W  
Exec. Session

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION  
[Pursuant to Vernon's Texas Civil Statutes  
Article 6252-17, Sections 2(e), (f) and (g)]

Date: December 12, 1975

Time: Following the Meeting of the Committee of the Whole -  
Open Session

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

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San Antonio Health Science Center: Acquisition of Real Property	2
2. Potential and Contemplated Litigation	
University Cancer Center: Potential Litigation	2
3. Contemplated Litigation and Personnel Matters	
Professional Liability Insurance	DISTRIBUTE AT MEETING
4. Personnel Matters	
Consideration of appointment of Dr. Kermit A. Larson to the Arthur Anderson and Company Alumni Professorship of Accounting	NO DISTRIBUTION TO BE MADE

*Walker*  
*Jacob*  
*Jaw*  
*Clark*  
*Shivers -*

1. San Antonio Health Science Center: Acquisition of Real Property. --

A satisfactory property has now been located that will serve as an official administrative residence to be occupied by the President of The University of Texas Health Science Center at San Antonio. The property is legally described as Lot 11, Block 3, New City Block 13739, Unit 2, Mary Mont, commonly identified as 3643 Barrington.

The purchase price is \$145,000.00 which is less than five percent above the average of the three appraisals obtained on this property. It is less than the original asking price for the property.

System Administration concurs with the recommendation of The University of Texas Health Science Center at San Antonio Administration that the above described property be acquired. Funds for the acquisition of this property have been previously approved by the Board of Regents for the purpose of covering acquisition costs, closing costs, refurbishing and rehabilitation costs, furnishings, and other miscellaneous expenses incurred in the acquisition of such property.

It is further recommended that the Chairman of the Board be authorized to execute and/or accept any and all instruments necessary to consummate this transaction after said instruments have been approved as to content by Deputy Chancellor Walker and as to form by a University attorney.

2. University Cancer Center: Potential Litigation. --

The University of Texas System Cancer Center registered a copyright on March 8, 1974, for a computer program entitled "Clinical Laboratory System," being numbered A520668. The program was published and sent to the libraries of Health Science Centers in San Antonio and Dallas. The owner is The University of Texas Cancer Foundation and the program was funded by a special gift.

We have been advised that Community Health Computing, Incorporated of Houston, owned by a former employee of The University of Texas M.D. Anderson Hospital and Tumor Institute, was issued a patent on March 18, 1975, numbered 3,872,448 which allegedly contains the same material as the computer program of UTSCC.

System Administration requests permission to institute such measures as are necessary to protect the rights of The University of Texas System Cancer Center, including an evaluation of the facts by the office of the Attorney General and the institution of litigation if deemed warranted by the Attorney General.



U. T. System: Professional Liability Insurance - (Directors' and Officers' Policy); (Board of Regents or Trustees Indemnity).--

System Administration, for several months, has been investigating the availability of Professional Liability Insurance for the Board of Regents, officers, and employees of The University of Texas System. Such coverage has not always been readily available to schools, colleges, and universities.

There is attached a specimen policy issued by Continental Casualty Company, together with a summary analysis of the policy coverage prepared by Anco/The Anderson Company insurance brokers of Houston, Texas. (Anco/Anderson handles the Professional Liability Insurance Policy for M.D.'s in The University of Texas System).

We submitted detailed application information regarding number of employees, financial data, legal information re: pending lawsuits, physical facilities, budget totals, etc., and received a quote from Continental Casualty Company through the Anco/Anderson Company of Houston as follows:

Limits of Liability: (Maximum Annual Aggregate)	<u>Three Year Premium: (Payable in Advance)</u>	
	Board of Regents and All Employees	Board of Regents Only
\$1,000,000	\$30,000	\$22,500
2,000,000	39,000	29,250
3,000,000	45,000	33,750
5,000,000	54,334	40,500

Period of Policy: Three Years

Retention (Deductible): \$5,000 each loss

Who is the Insurance Company:

First \$3,000,000 limit: Continental Casualty Company  
Above \$3,000,000 limit: Lloyd's of London

Is policy now available:

Yes, provided the filing will be approved by the Texas State Board of Insurance which is expected, if requested.

The policy does not cover any liability for pending litigation or litigation resulting from the same act or acts. Prior acts are covered, except for the above, that result in litigation during the policy period. The policy covers physicians for administrative acts.

It appears that with the Board of Regents' Liability Insurance Policy herein described, together with the Texas Torts Claim Act, the Regents and employees of The University of Texas System would have good protection since the physicians have their own Professional Liability Insurance Policy and an employee involved in health related activities, and not compensated on a fee basis, is afforded liability protection under Senate Bill #704 passed by the 64th Legislature.

Present statutes and appropriations bills do not authorize expenditure of State Funds for this type of insurance.

However, System Administration recommends that the Continental Casualty Company policy be secured for the Board of Regents and all employees of The University of Texas System, for \$5,000,000 maximum annual aggregate with a \$5,000 deductible each loss, and a three year premium of \$54,334 to be paid from Trust Funds. (A quote has been asked for on a \$10,000,000 maximum annual aggregate policy, and it is possible this recommendation might be amended at the Board meeting).



The University of Texas System  
Board of Regents Liability Insurance Policy

Who is protected?

All persons who were, now are or shall be employed by The University and shall also include student teachers and all elected or appointed members of the Board of Regents. (Plan A)

When are they protected?

While acting within the scope of their responsibilities to The University.

For what are they protected?

Against claims made during the policy period against the insured for Wrongful Act.

Note: Wrongful Act shall mean any actual or alleged errors or misstatement or misleading statement or act or omission or neglect or breach of duty by the Assureds in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being or having been assureds during this policy period.

What type claims are not protected?

- (a) Except insofar as the School District may be required or permitted by law to pay as indemnity to the Assureds, the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Assureds:
- (1) based upon or attributable to their gaining in fact any personal profit or advantage to which they were not legally entitled;
  - (2) for the return by the Assureds of any remuneration paid in fact to them if payment of such remuneration shall be held by the Courts to be in violation of law;
  - (3) if a judgment or final adjudication in any action brought against the Assureds shall be based on a determination that acts of fraud or dishonesty were committed by the Assureds.

- (b) The Insurer shall not be liable to make any payment for loss in connection with any claim against the Assureds, and/or the School District.
- (1) which is insured by another valid policy or policies except as provided in (4);
  - (2) for which the Assureds or the School District are entitled to indemnity and/or payment by reason of having given notice of any circumstance which might give rise to a claim under any policy or policies the term of which has expired prior to the inception date of this policy;
  - (3) for any damages, direct or consequential, arising from bodily injury, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof;
  - (4) for false arrest, libel, slander, defamation of character, invasion of privacy, wrongful eviction, assault or battery, except insofar as may be insured under any other valid policy or policies and then only in excess of such insurance.
  - (5) arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.
  - (6) for any amounts due, under the terms of any contractual obligation; however, except with respect to construction or demolition contracts this exclusion shall not apply to fees, costs and expenses of the investigation, defense or appeal of any claim or suit or arbitration or administrative proceedings resulting from failure to perform or breach of any contract.
- (c) It is agreed that such insurance as is afforded by this policy does not apply to loss arising out of any claim made against any Assureds, or the College or University, or any of them, based on or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while any person was (a) engaged in any activity for which such person received compensation from any source other than the College or University named in Item A of the Declarations or (b) gratuitously engaged other than by specific direction of the College or University named in Item A of the Declarations.



Limits of Liability:  
(Maximum Annual Aggregate)

Three Year Premium:  
(Payable in Advance)

\$1,000,000	\$30,000
2,000,000	39,000
3,000,000	45,000
5,000,000	54,334

Period of Policy: Three Years

Retention (Deductible): \$5,000 each loss

Who is the Insurance Company:

First \$3,000,000 limit: Continental Casualty Company  
Above \$3,000,000 limit: Lloyd's of London

Is policy now available:

Yes, provided the filing will be approved by the Texas State Board of Insurance which is expected, if requested.

How is legal counsel arranged by the Insurance Company:

The University shall select and retain legal counsel to represent them in the defense and appeal of any claim, suit, action or proceeding covered under this policy, but no fees, costs or expenses shall be incurred or settlements made, without the insurers consent, such consent not to be reasonably withheld.

NOTE: This explanation of coverage does not alter in any way the policy conditions of the policy.

Presented By

John Van Osdall  
Anco/The Anderson Company  
P. O. Box 22722  
Houston, Texas 77027  
Telephone: 781-8800

**I. Insuring Clause:**

The Insurer designated in the declarations (a stock insurance corporation, herein called the insurer) in consideration of the payment of the premium and subject to all of the terms, conditions and limitations of this policy, agrees as follows:

- (a) With the Assureds that if, during the policy period any claim or claims are made against them, individually or collectively, for a Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, the Assureds, or any of them, their Executors, Administrators or Assigns, for all loss which the said Assureds or any of them shall become legally obligated to pay;
- (b) With the School District that if, during the policy period, any claim or claims are made against the Assureds, individually or collectively, for a Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, the School District all loss for which the School District may be required or permitted by law to indemnify such Assureds.

**II. Extensions:**

- (a) This policy shall cover loss arising from any claim made during the policy period against the estates, heirs, legal representatives or assigns of deceased persons, who were Assureds at the time of the Wrongful Act upon which such claims are based, provided always that such claims are based upon a Wrongful Act occurring during this policy period.
- (b) If the policy is cancelled or not renewed by the Insurer, the School District may apply to the Insurer for an extension of the cover granted by this policy in respect to any claim or claims which may be made against the Assureds during the period of twelve calendar months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act which occurred during the policy period and before the date of cancellation or non-renewal of the policy. Such extension of coverage is at the discretion of the Insurer. (Application for this extension must be made within ten (10) days from the effective date of cancellation or non-renewal of the policy.)

**III. Definitions:**

- (a) The term "School District" shall mean the School District shown in Item A of the Declarations as legally constituted at the inception of this policy.
- (b) Based upon the applicable Coverage Form as shown under Item H of the policy Declarations, Assureds shall mean:

PLAN A – BROAD FORM – All persons who were, now are or shall be employed by the School District and shall also include student teachers and all elected or appointed members of the Board of Education, Trustees or School Directors of the School District.

PLAN B – LIMITED FORM – All persons who were, now are or shall be elected or appointed members of the Board of Education, Trustees or School Directors of the School District.

PLAN C – SCHEDULED FORM – All persons who were, now are or shall be elected or appointed members of the Board of Education, Trustees or School Directors of the School District and those persons who occupy the positions as shown under Item H of the policy Declarations.

- (c) Wrongful Act shall mean any actual or alleged errors or misstatement or misleading statement or act or omission or neglect or breach of duty by the Assureds in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being or having been Assureds during this policy period.
- (d) Loss shall mean any amount which the Assureds are legally obligated to pay or for which the School District may be required or permitted to pay as indemnity to the Assureds, for a claim or claims made against the Assureds for a Wrongful Act and shall include but not be limited to damages, judgments, settlements and costs, cost of investigation and defense of legal actions, (excluding from such costs of investigation and defense, salaries of officers or employees of the School District or any other governmental body) claims or proceedings and appeals therefrom, cost of attachment or similar bonds, provided always, however, such subject of loss shall not



include fines imposed by law, or matters which shall be deemed uninsurable under the law pursuant to which this policy shall be construed.

- (e) The term "policy year" shall mean the period of one year following the effective date and hour of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, such lesser period.

#### IV. Exclusions:

- (a) Except insofar as the School District may be required or permitted by law to pay as indemnity to the Assureds, the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Assureds:

- (1) based upon or attributable to their gaining in fact any personal profit or advantage to which they were not legally entitled;
- (2) for the return by the Assureds of any remuneration paid in fact to them if payment of such remuneration shall be held by the Courts to be in violation of law;
- (3) if a judgment or final adjudication in any action brought against the Assureds shall be based on a determination that acts of fraud or dishonesty were committed by the Assureds.

- (b) The Insurer shall not be liable to make any payment for loss in connection with any claim against the Assureds.

- (1) which is insured by another valid policy or policies except as provided in (4);
- (2) for which the Assureds or the School District are entitled to indemnity and/or payment by reason of having given notice of any circumstance which might give rise to a claim under any policy or policies the term of which has expired prior to the inception date of this policy;
- (3) for any damages, direct or consequential, arising from bodily injury, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof;
- (4) for false arrest, libel, slander, defamation of character, invasion of privacy, wrongful eviction, assault or battery, except insofar as may be insured under any other valid policy or policies and then only in excess of such insurance.
- (5) arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

#### V. Limits of Liability:

- (a) The Insurer shall be liable to pay all loss in excess of the amount of the retention shown under Item D of the Declarations up to the limit of liability as shown under Item C of the Declarations.
- (b) Subject to the foregoing the Insurer's liability for any

loss shall be the amount as shown under Item C of the Declarations for both Sections I(a) and I(b) of the Insuring clause and shall be the maximum liability of the Insurer in each policy year and in no event shall the Insurer's total limit of liability in any one policy year exceed the maximum annual aggregate stated in Item C of the Declarations.

- (c) This policy shall pay only the excess of such retention in respect of each and every loss hereunder, including costs, charges and expenses as described in Clause VI and such retention shall be uninsured.

#### VI. Costs, Charges and Expenses:

- (a) No costs, charges or expenses shall be incurred or settlements made without the Insurer's consent, such consent not to be unreasonably withheld.
- (b) The Insurer may, at its option and upon request, advance on behalf of the Assureds, or any of them, expenses which they have incurred in connection with claims made against them, prior to disposition of such claims, provided always that, in the event it is finally established the Insurer has no liability hereunder, such Assureds agree to repay to the Insurers, upon demand, all monies advanced by virtue of this provision.

#### VII. Notice of Claim:

- (a) If the School District or any Assureds shall receive written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which occurred during the policy period, they shall give written notice within one year to the Insurer of the receipt of such written or oral notice, then any claim made within the space of two years following the termination of this policy (or of the expiration of extended discovery period under Section II(b)) against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy year in which the Wrongful Act occurred.
- (b) If this policy is cancelled or not renewed by the School District and should the School District or any Assured receive within ninety (90) days after the cancellation or expiration date of this policy written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which

BOARD OF EDUCATION  
 INCLUDING SCHOOL DISTRICT REIMBURSEMENT POLICY

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW  
 (A stock insurance company herein called the company)  
 CNA Plaza/Chicago, IL 60605

DECLARATIONS

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
058628	970	BEL	

- CONTINENTAL CASUALTY COMPANY  
 AMERICAN CASUALTY COMPANY of Reading, Pa

Item A School District (Legal Name of School District):  
  
 Mailing Address:  
  
 Item B Policy Period: To: 12:00 NOON STANDARD TIME AT THE MAILING ADDRESS STATED IN ITEM A.

This declaration page is issued in conjunction with and forms part of the Board of Education Liability including School District Reimbursement Policy

- Item C Limit of Liability: \$ Maximum annual aggregate  
 Item D Retention: \$ Each loss  
 Item E Premium: \$

Item F Designee of School District to report claims as provided in Paragraph VII(c):

Item G Notice of claim (Paragraph VII) to the Insurer shall be given to:

SPECIMEN

- Item H Coverage Form – Only the Plan checked "X" applies:  
 Plan A – Broad Form  Plan B - Limited Form  
 Plan C – Scheduled Form covering the following positions:

Item I This policy does not provide coverage for the following person(s): (Absence of entry means no exception)

Item J Form numbers of endorsements attached at issuance:

3-45005-A

Countersigned by \_\_\_\_\_  
 Authorized Agent



**BOARD OF EDUCATION LIABILITY INCLUDING  
SCHOOL DISTRICT REIMBURSEMENT POLICY  
LIBERALIZATION ENDORSEMENT**

IN CONSIDERATION of the premium charged, it is agreed that the policy to which this endorsement forms a part of is amended as follows:

**Paragraph I - Insuring Clause**

(c) is hereby added

"(c) With the School District that if during the policy period any claim or claims are made against it as a result of any Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, all loss which the School District shall become legally obligated to pay."

**Paragraph II - Extensions**

(b) is hereby deleted and the following substituted therefor:

"(b) If the Insurer cancels or refuses to renew this policy, the School District shall have the right, upon payment of an additional 25% of the three (3) year premium for this policy, to extend the policy period for an additional twelve (12) month period, but only as respects Wrongful Acts taking place prior to the date of cancellation or expiration of the policy. The Insurer shall be notified of the School District's election to purchase this extension of coverage within ten (10) days after the date of cancellation or expiration of this policy, but the twelve (12) month period shall begin on the date of cancellation or expiration and not on the date of notification."

**Paragraph III - Definitions**

(a) is hereby deleted and the following substituted therefor:

"(a) The term "School District" shall mean the School District shown in Item A of the Declarations as legally constituted at inception of this policy and its Governing Board."

(d) is hereby deleted and the following substituted therefor:

"(d) Loss shall mean any amount which the Assured or School District are legally obligated to pay, including, but not limited to, any amounts which the School District may be required or permitted to pay as indemnity to an Assured, for a claim or claims made against an Assured for a Wrongful Act and shall include but not be limited to damages, judgments, settlements and costs, cost of investigation and defense of legal actions (excluding from such costs of investigation and defenses, salaries of officers or employees of the School District or any other governmental body) claims or proceedings and appeals therefrom, costs of attachment or similar bonds, provided always, however, such subject of loss shall not include fines imposed by the law, or matters which shall be deemed uninsurable under the law pursuant to which this policy shall be construed."

**Paragraph IV - Exclusions**

(b) is hereby deleted and the following substituted therefor:

"(b) The Insurer shall not be liable to make any payment for loss in connection with any claim against the Assureds, and/or the School District."

Sub-paragraphs (1), (2), (3), (4) and (5) are to remain as written and the following sub-paragraph (6) is hereby added:

"(6) For any amounts due, under the terms of any contractual obligation; however, except with respect to construction or demolition contracts this exclusion shall not apply to fees, costs and expenses of the investigation, defense or appeal of any claim or suit or arbitration or administrative proceedings resulting from failure to perform or breach of any contract."

**Paragraph V - Limits of Liability**

(b) is hereby deleted and the following substituted therefor:

"(b) Subject to the foregoing, the Insurer's liability for any loss shall be the amount as shown under Item C of the Declarations for Sections 1(a), (b) and (c) of the Insuring Clause, and shall be maximum liability of the Insurer in each policy year and in no event shall the Insurer's total limit of liability in any one policy year exceed the maximum annual aggregate stated in Item C of the Declarations."

**Paragraph VI - Costs, Charges and Expenses**

(a) and (c) are hereby deleted and the following substituted therefor:

"(a) The Assureds and/or the School District shall select and retain legal counsel to represent them in the defense and appeal of any claim, suit, action or proceeding covered under this policy, but no fees, costs or expenses shall be incurred or settlements made, without the Insurer's consent, such consent not to be unreasonably withheld."

"(b) The Insurer may at its option and upon request, advance on behalf of an Assured, and/or the School District fees, costs and expenses which have been incurred in connection with claims made against an Assured, prior to disposition of such claims, provided always that, in the event it is finally established the Insurer has no liability hereunder, each agrees to repay to the Insurer, upon demand, all monies advanced on their behalf pursuant to this provision."

//

Paragraph VII - Notice of Claim

(a) is hereby deleted and the following substituted therefor:

"(a) If the School District or any Assureds shall receive written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which occurred during the policy period, they shall give written notice within one year to the Insurer of the receipt of such written or oral notice, then any claim made within the space of three years following the termination of this policy (or of the expiration of extended discovery period under Section II(b) against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy year in which the Wrongful Act occurred."

Paragraph VIII - General Conditions:

(a) is hereby deleted and the following substituted therefor:

"(a) Warranty and Severability Clause:

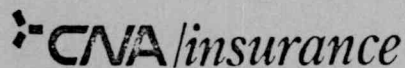
It is warranted that the particulars and statements contained in the written proposal, copy of which is attached hereto, and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. As respects the particulars and statements contained in the written proposal and the Exclusions set forth herein, this policy shall be construed as a separate agreement with each Assured and the School District. Nothing in this paragraph shall be construed to increase the Insurer's maximum liability as set forth in Section V of this policy."

All other conditions are to remain as written except as specifically changed, amended or added herein.

This endorsement forms a part of and is for attachment to the following described policy issued by the CNA/INSURANCE company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT



Liberalization Endorsement  
Form G-45023-A

Countersigned by \_\_\_\_\_  
Authorized Agent

§

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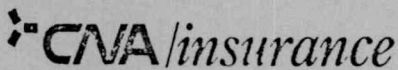
### COLLEGE OR UNIVERSITY AMENDATORY ENDORSEMENT

It is agreed that the policy is amended as follows:

1. The words "School District" wherever they appear are amended to read "College or University";
2. The words "Board of Education, Trustees or School Directors of the School District" are amended to read "Board of Regents, Board of Trustees or Board of Governors of the College or University";
3. IN CONSIDERATION of the premium for which this policy is written, it is agreed that such insurance as is afforded by this policy does not apply to loss arising out of any claim made against any Assureds, or the College or University, or any of them, based on or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while any person was (a) engaged in any activity for which such person received compensation from any source other than the College or University named in Item A of the Declarations or (b) gratuitously engaged other than by specific direction of the College or University named in Item A of the Declarations.

This endorsement forms a part of and is for attachment to the following described policy issued by the CNA/INSURANCE company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT



Countersigned by \_\_\_\_\_  
Authorized Agent

Amendatory Endorsement  
G-45009 B

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WRONGFUL ACT ENDORSEMENT

IN CONSIDERATION of the additional premium at which this Policy is issued it is understood and agreed that this Policy is extended to provide coverage for Wrongful Acts which occurred prior to the inception date of the Policy provided always however that if during this Policy Period:

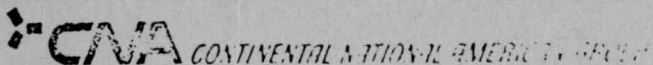
- (1) The School District or the Assureds, or any of them, shall receive written or oral notice from any party that it is the intention of such party to hold the School District or the Assureds, or any of them, responsible for a Wrongful Act; or
- (2) The School District or the Assureds, or any of them, shall become aware of any occurrence which may subsequently give rise to a claim made against the School District or the Assureds, or any of them, for a Wrongful Act;

and shall in either case during the Policy Period give immediate written notice to the Insurer of the receipt of such written or oral notice under Clause (1) or of such occurrence under Clause (2), then any claim which may subsequently be made against the School District or the Assureds, or any of them, within the space of twelve months following expiration of this Policy shall, for the purpose of this Policy be treated as a claim made during this Policy Period.

The coverage afforded by this endorsement shall not apply to any claim, suit, action or proceeding pending as the effective date of this endorsement or to any Wrongful Act if, at the inception date of this endorsement, the School District or an Assured could reasonably have expected that a claim, suit, action or proceeding would result therefrom.

This endorsement forms a part of and is for attachment to the following described policy issued by the CONTINENTAL NATIONAL AMERICAN GROUP company designated therein, in its effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and terms concurrently with said policy.

<i>Must Be Completed</i>		<i>This endorsement is not to be attached to a policy unless it is endorsed with the policy and is not to be effective with the policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT



Countersigned by \_\_\_\_\_  
Licensed Resident Agent

Blank Endorsement  
G-33461-F

C-2

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occurred during the policy period, they shall give immediate written notice to the Insurer of the receipt of such written or oral notice, then any claim made, within the space of twelve (12) months following the cancellation or expiration of this insurance against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy period in which the Wrongful Act occurred.

- (c) The School District, or the Assureds shall, as a condition precedent to their rights under this policy, give the Insurer notice in writing of any claim made and shall give the Insurer such information and cooperation as it may reasonably require.
- (d) For the purpose of the above clauses, notice to the designee named under Item F of the Declarations shall constitute notice to the School District or to the Assureds.
- (e) In the event of any claim occurring hereunder, notice to the Insurer shall be given to the person or firm(s) shown under Item G of the Declarations. Notice shall be deemed to be received if sent by prepaid mail properly addressed.

#### VIII. General Conditions:

##### (a) Warranty and Severability Clause:

It is warranted that the particulars and statements contained in the written proposal, copy of which is attached hereto, and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. As respects the particulars and statements contained in the written proposal and the Exclusions set forth herein, this policy shall be construed as a separate agreement with each Assured. Nothing in this paragraph shall be construed to increase the Insurer's maximum liability as set forth in Section V of this policy.

##### (b) Cancellation Clause:

This policy may be cancelled by the School District at any time by written notice or by surrender of this policy. This policy may also be cancelled by or on behalf of the Insurer by delivery to the School District or by mailing to the School District, by registered, certified or other first class mail, at the School District's address shown in this policy, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall become effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If this policy shall be cancelled by the School District the Insurer shall retain the customary short rate proportion of the premium hereon. If this policy shall be cancelled by or on behalf of the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the

Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation by such law.

##### (c) Subrogation Clause:

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery therefore, and Assureds or the School District shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Assureds.

##### (d) School District Authorization Clause:

By acceptance of this policy, the School District named in Item A of the Declarations agrees to act on behalf of all Assureds with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy; and the Assureds agree that the School District shall act on their behalf.

##### (e) Conformity Clause:

Terms of this policy which are in conflict with the statutes of those states wherein certain provisions and coverages included under this policy are not permitted are hereby amended to cover only these provisions and coverages as apply and conform to such statutes.

##### (f) Action Against Insurer:

No action shall lie against the Insurer, unless as a condition precedent thereto, the Assureds and the School District shall have fully complied with all terms of this policy. In the event of the bankruptcy or insolvency of the Assureds, the Insurer shall not be relieved of payment hereunder as would have been payable but for such bankruptcy or insolvency.

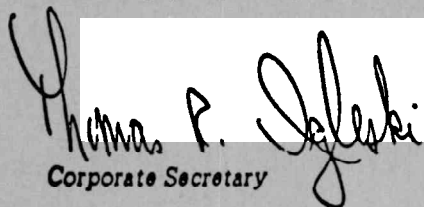
##### (g) Changes:

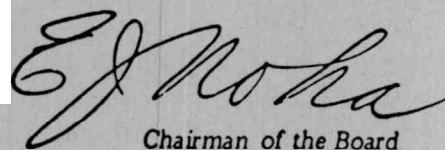
Notice to any agent of knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy/nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

##### (h) Assignment:

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon.

IN WITNESS WHEREOF, the Insurer designated on the declarations page has caused this policy to be signed by its Chairman of the Board and Corporate Secretary, at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned on the declarations page by a duly authorized agent of the Insurer.

  
Corporate Secretary

  
Chairman of the Board

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**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)**

This endorsement modifies the provisions of this policy

It is agreed that:

I. This policy does not apply:

A. to loss

- (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. to loss resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the loss arises out of the furnishing by an assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to loss to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"insured" means the School District and shall also mean the Assureds;

"loss" includes all forms of radioactive contamination of property.



4. U. T. Austin: Request for Approval to Appoint Dr. Kermit A. Larson to the Arthur Anderson and Company Alumni Professorship of Accounting. --Because of various pressures in the College of Business Administration, President Rogers is asking that at this meeting her recommendation be considered to appoint Dr. Kermit A. Larson to the Arthur Anderson and Company Alumni Professorship of Accounting. Dr. Rogers' and Dean Kozmetsky's letters of recommendation are set out below. System Administration concurs.



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

December 3, 1975

CHANCELLOR'S OFFICE U. of T.  
Acknowledged.....File.....

DEC 4 1975

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
OHH 405

To.....For info and Return  
To.....Please Advise Me  
To.....Please Handle

Dear Mr. Walker:

At their meeting on June 5, 1975, the Board of Regents approved the Arthur Andersen & Company Alumni Professorship of Accounting. Since that time, those individuals who are contributing to the Professorship have made donations toward the Professorship.

In keeping with the terms of the Arthur Andersen & Company Professorship of Accounting, it is my pleasure to join the Accounting Department Budget Council representatives and Dean Kozmetsky in recommending the appointment of Professor Kermit A. Larson. Professor Larson has achieved a national record as a teacher, researcher, and member of the accounting profession. His work as member of the accounting department faculty and as chairman of that department has earned him the respect of his colleagues.

If you concur with my approval of Dr. Larson's appointment as the Arthur Anderson & Company Alumni Professor, would you please take those actions you deem necessary to secure Regental approval of this appointment?

Sincerely yours,

A handwritten signature in cursive script that reads "Lorene L. Rogers".

Lorene L. Rogers  
President

LLR:rw

Enclosures

cc: Dean George Kozmetsky  
Dr. Edward Summers



THE UNIVERSITY OF TEXAS AT AUSTIN  
GRADUATE SCHOOL OF BUSINESS  
AUSTIN, TEXAS 78712

PRESIDENT'S OFFICE  
U. T. AUSTIN

REC'D NOV 07 1975

*Office of the Dean*

Dr. Lorene L. Rogers, President  
The University of Texas at Austin  
Main Building 400

Dear Dr. Rogers:

On December 4, 1974, the Arthur Andersen & Company established the Arthur Andersen & Company Alumni Professorship of Accounting at the University of Texas at Austin. The endowment set forth that the "dean shall consult with the members of the Budget Council of the Department of Accounting as to the potential and suitability of candidates [and] . . . he should recommend the nominee for Regental approval."

I have fully complied with this request through individual personal discussions as well as in writing with the members of the Budget Council of the Department of Accounting. The endowment further stipulates that the candidate

1. should have credentials that are nationally recognized in the accounting profession and the broad academic community;
2. should be a leader in attracting and developing the men and women who will be tomorrow's teachers and leaders in the accounting profession;
3. should be knowledgeable about and sympathetic toward the problems and challenges of the practice of public accounting;
4. should devote each year a reasonable portion of his time to teaching accounting at the University of Texas;
5. should have the ability to work in close relationship with the accounting profession beyond the academic area;
6. should have an established reputation in teaching and original accounting research;
7. should have professional career at a continuing development stage with a reasonable period of high-level contribution remaining.

During the past ten months I have carefully screened three potential candidates, all of whom are members of our faculty. The criteria used on the evaluation were as stated above with the addition of the impact of the appointed professor on the productivity and effectiveness of the accounting department and the college and graduate school faculty.



As a result of these deliberations, I wish to recommend the appointment of Professor Kermit A. Larson, presently a member of our Accounting faculty. Professor Larson's record is outstanding and he is nationally known as a teacher, researcher, and member of the accounting profession. He has chaired local and state accounting society committees on education and research. In addition, he also chaired national committees of the American Accounting Association including its planning committee for the doctoral consortium in 1971-72 at which time he was also its program director and a resident faculty member.

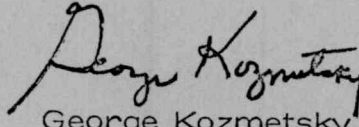
Professor Larson has been a member of the Accounting Department since 1966 and was chairman of the Department from September 1971 to August 1975. Together with two of his colleagues in the department, he co-authored a textbook, Advanced Accounting. He edited one and was co-editor of two proceedings of the department's annual Accounting Colloquium. He wrote and co-authored about twenty articles published in leading academic and professional accounting journals.

There is no doubt that Dr. Larson will have a "reasonable period of high-level contribution" in the coming years. Attached is his biographical data sheet. It would be appreciated if you would concur in this recommendation and secure all necessary System and Regental approvals.

It is our desire to appoint Professor Larson as the Arthur Andersen & Co. Alumni Professor of Accounting as soon as the necessary approvals are secured. Gifts in cash or property are pledged over the next five years. We do not anticipate utilizing the income on the gifts receive to date to supplement Professor Larson's salary for the academic year 1975-76.

Your endorsement of this recommendation is sincerely appreciated.

Sincerely,

  
George Kozmetsky  
Dean

Attachment

Copy to Dr. S. R. Ross

U. T. System: Professional Liability Insurance - (Directors' and Officers' Policy); (Board of Regents or Trustees Indemnity). --

System Administration, for several months, has been investigating the availability of Professional Liability Insurance for the Board of Regents, officers, and employees of The University of Texas System. Such coverage has not always been readily available to schools, colleges, and universities.

There is attached a specimen policy issued by Continental Casualty Company, together with a summary analysis of the policy coverage prepared by Anco/The Anderson Company insurance brokers of Houston, Texas. (Anco/Anderson handles the Professional Liability Insurance Policy for M.D.'s in The University of Texas System).

We submitted detailed application information regarding number of employees, financial data, legal information re: pending lawsuits, physical facilities, budget totals, etc., and received a quote from Continental Casualty Company through the Anco/Anderson Company of Houston as follows:

Limits of Liability: (Maximum Annual Aggregate)	<u>Three Year Premium: (Payable in Advance)</u>	
	Board of Regents and All Employees	Board of Regents Only
\$1,000,000	\$30,000	\$22,500
2,000,000	39,000	29,250
3,000,000	45,000	33,750
5,000,000	54,334	40,500

Period of Policy: Three Years

Retention (Deductible): \$5,000 each loss

Who is the Insurance Company:

First \$3,000,000 limit: Continental Casualty Company  
Above \$3,000,000 limit: Lloyd's of London

Is policy now available:

Yes, provided the filing will be approved by the Texas State Board of Insurance which is expected, if requested.

The policy does not cover any liability for pending litigation or litigation resulting from the same act or acts. Prior acts are covered, except for the above, that result in litigation during the policy period. The policy covers physicians for administrative acts.

It appears that with the Board of Regents' Liability Insurance Policy herein described, together with the Texas Torts Claim Act, the Regents and employees of The University of Texas System would have good protection since the physicians have their own Professional Liability Insurance Policy and an employee involved in health related activities, and not compensated on a fee basis, is afforded liability protection under Senate Bill #704 passed by the 64th Legislature.



Present statutes and appropriations bills do not authorize expenditure of State Funds for this type of insurance.

However, System Administration recommends that the Continental Casualty Company policy be secured for the Board of Regents and all employees of The University of Texas System, for \$5,000,000 maximum annual aggregate with a \$5,000 deductible each loss, and a three year premium of \$54,334 to be paid from Trust Funds. (A quote has been asked for on a \$10,000,000 maximum annual aggregate policy, and it is possible this recommendation might be amended at the Board meeting).

Ford Fessenden - University reporter  
Todd Katz - University reporter  
Cathy Brown - University reporter

Miss Thedford -

These are the members of  
the Daily Texan staff present  
today. Thank you for your  
help -

Ford Fessenden

The University of Texas System  
Board of Regents Liability Insurance Policy

Who is protected?

All persons who were, now are or shall be employed by The University and shall also include student teachers and all elected or appointed members of the Board of Regents. (Plan A)

When are they protected?

While acting within the scope of their responsibilities to The University.

For what are they protected?

Against claims made during the policy period against the insured for Wrongful Act.

Note: Wrongful Act shall mean any actual or alleged errors or misstatement or misleading statement or act or omission or neglect or breach of duty by the Assureds in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being or having been assureds during this policy period.

What type claims are not protected?

- (a) Except insofar as the School District may be required or permitted by law to pay as indemnity to the Assureds, the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Assureds:
- (1) based upon or attributable to their gaining in fact any personal profit or advantage to which they were not legally entitled;
  - (2) for the return by the Assureds of any remuneration paid in fact to them if payment of such remuneration shall be held by the Courts to be in violation of law;
  - (3) if a judgment or final adjudication in any action brought against the Assureds shall be based on a determination that acts of fraud or dishonesty were committed by the Assureds.



- (b) The Insurer shall not be liable to make any payment for loss in connection with any claim against the Assureds, and/or the School District.
- (1) which is insured by another valid policy or policies except as provided in (4);
  - (2) for which the Assureds or the School District are entitled to indemnity and/or payment by reason of having given notice of any circumstance which might give rise to a claim under any policy or policies the term of which has expired prior to the inception date of this policy;
  - (3) for any damages, direct or consequential, arising from bodily injury, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof;
  - (4) for false arrest, libel, slander, defamation of character, invasion of privacy, wrongful eviction, assault or battery, except insofar as may be insured under any other valid policy or policies and then only in excess of such insurance.
  - (5) arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.
  - (6) for any amounts due, under the terms of any contractual obligation; however, except with respect to construction or demolition contracts this exclusion shall not apply to fees, costs and expenses of the investigation, defense or appeal of any claim or suit or arbitration or administrative proceedings resulting from failure to perform or breach of any contract.
- (c) It is agreed that such insurance as is afforded by this policy does not apply to loss arising out of any claim made against any Assureds, or the College or University, or any of them, based on or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while any person was (a) engaged in any activity for which such person received compensation from any source other than the College or University named in Item A of the Declarations or (b) gratuitously engaged other than by specific direction of the College or University named in Item A of the Declarations.

Limits of Liability:  
(Maximum Annual Aggregate)

Three Year Premium:  
(Payable in Advance)

\$1,000,000	\$30,000
2,000,000	39,000
3,000,000	45,000
5,000,000	54,334

Period of Policy: Three Years

Retention (Deductible): \$5,000 each loss

Who is the Insurance Company:

First \$3,000,000 limit: Continental Casualty Company  
Above \$3,000,000 limit: Lloyd's of London

Is policy now available:

Yes, provided the filing will be approved by the Texas State Board of Insurance which is expected, if requested.

How is legal counsel arranged by the Insurance Company:

The University shall select and retain legal counsel to represent them in the defense and appeal of any claim, suit, action or proceeding covered under this policy, but no fees, costs or expenses shall be incurred or settlements made, without the insurers consent, such consent not to be reasonably withheld.

NOTE: This explanation of coverage does not alter in any way the policy conditions of the policy.

Presented By

John Van Osdall  
Anco/The Anderson Company  
P. O. Box 22722  
Houston, Texas 77027  
Telephone: 781-8800



**I. Insuring Clause:**

The Insurer designated in the declarations (a stock insurance corporation, herein called the insurer) in consideration of the payment of the premium and subject to all of the terms, conditions and limitations of this policy, agrees as follows:

- (a) With the Assureds that if, during the policy period any claim or claims are made against them, individually or collectively, for a Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, the Assureds, or any of them, their Executors, Administrators or Assigns, for all loss which the said Assureds or any of them shall become legally obligated to pay;
- (b) With the School District that if, during the policy period, any claim or claims are made against the Assureds, individually or collectively, for a Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, the School District all loss for which the School District may be required or permitted by law to indemnify such Assureds.

**II. Extensions:**

- (a) This policy shall cover loss arising from any claim made during the policy period against the estates, heirs, legal representatives or assigns of deceased persons, who were Assureds at the time of the Wrongful Act upon which such claims are based, provided always that such claims are based upon a Wrongful Act occurring during this policy period.
- (b) If the policy is cancelled or not renewed by the Insurer, the School District may apply to the Insurer for an extension of the cover granted by this policy in respect to any claim or claims which may be made against the Assureds during the period of twelve calendar months after the date of such cancellation or non-renewal, but only in respect of any Wrongful Act which occurred during the policy period and before the date of cancellation or non-renewal of the policy. Such extension of coverage is at the discretion of the Insurer. (Application for this extension must be made within ten (10) days from the effective date of cancellation or non-renewal of the policy.)

**III. Definitions:**

- (a) The term "School District" shall mean the School District shown in Item A of the Declarations as legally constituted at the inception of this policy.
- (b) Based upon the applicable Coverage Form as shown under Item H of the policy Declarations, Assureds shall mean:

**PLAN A – BROAD FORM –** All persons who were, now are or shall be employed by the School District and shall also include student teachers and all elected or appointed members of the Board of Education, Trustees or School Directors of the School District.

**PLAN B – LIMITED FORM –** All persons who were, now are or shall be elected or appointed members of the Board of Education, Trustees or School Directors of the School District.

**PLAN C – SCHEDULED FORM –** All persons who were, now are or shall be elected or appointed members of the Board of Education, Trustees or School Directors of the School District and those persons who occupy the positions as shown under Item H of the policy Declarations.

- (c) Wrongful Act shall mean any actual or alleged errors or misstatement or misleading statement or act or omission or neglect or breach of duty by the Assureds in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being or having been Assureds during this policy period.
- (d) Loss shall mean any amount which the Assureds are legally obligated to pay or for which the School District may be required or permitted to pay as indemnity to the Assureds, for a claim or claims made against the Assureds for a Wrongful Act and shall include but not be limited to damages, judgments, settlements and costs, cost of investigation and defense of legal actions, (excluding from such costs of investigation and defense, salaries of officers or employees of the School District or any other governmental body) claims or proceedings and appeals therefrom, cost of attachment or similar bonds, provided always, however, such subject of loss shall not

Include fines imposed by law, or matters which shall be deemed uninsurable under the law pursuant to which this policy shall be construed.

- (e) The term "policy year" shall mean the period of one year following the effective date and hour of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, such lesser period.

#### IV. Exclusions:

- (a) Except insofar as the School District may be required or permitted by law to pay as indemnity to the Assureds, the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Assureds:
- (1) based upon or attributable to their gaining in fact any personal profit or advantage to which they were not legally entitled;
  - (2) for the return by the Assureds of any remuneration paid in fact to them if payment of such remuneration shall be held by the Courts to be in violation of law;
  - (3) if a judgment or final adjudication in any action brought against the Assureds shall be based on a determination that acts of fraud or dishonesty were committed by the Assureds.
- (b) The Insurer shall not be liable to make any payment for loss in connection with any claim against the Assureds.
- (1) which is insured by another valid policy or policies except as provided in (4);
  - (2) for which the Assureds or the School District are entitled to indemnity and/or payment by reason of having given notice of any circumstance which might give rise to a claim under any policy or policies the term of which has expired prior to the inception date of this policy;
  - (3) for any damages, direct or consequential, arising from bodily injury, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof;
  - (4) for false arrest, libel, slander, defamation of character, invasion of privacy, wrongful eviction, assault or battery, except insofar as may be insured under any other valid policy or policies and then only in excess of such insurance.
  - (5) arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

#### V. Limits of Liability:

- (a) The Insurer shall be liable to pay all loss in excess of the amount of the retention shown under Item D of the Declarations up to the limit of liability as shown under Item C of the Declarations.
- (b) Subject to the foregoing the Insurer's liability for any

loss shall be the amount as shown under Item C of the Declarations for both Sections 1(a) and 1(b) of the Insuring clause and shall be the maximum liability of the Insurer in each policy year and in no event shall the Insurer's total limit of liability in any one policy year exceed the maximum annual aggregate stated in Item C of the Declarations.

- (c) This policy shall pay only the excess of such retention in respect of each and every loss hereunder, including costs, charges and expenses as described in Clause VI and such retention shall be uninsured.

#### VI. Costs, Charges and Expenses:

- (a) No costs, charges or expenses shall be incurred or settlements made without the Insurer's consent, such consent not to be unreasonably withheld.
- (b) The Insurer may, at its option and upon request, advance on behalf of the Assureds, or any of them, expenses which they have incurred in connection with claims made against them, prior to disposition of such claims, provided always that, in the event it is finally established the Insurer has no liability hereunder, such Assureds agree to repay to the Insurers, upon demand, all monies advanced by virtue of this provision.

#### VII. Notice of Claim:

- (a) If the School District or any Assureds shall receive written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which occurred during the policy period, they shall give written notice within one year to the Insurer of the receipt of such written or oral notice, then any claim made within the space of two years following the termination of this policy (or of the expiration of extended discovery period under Section 11(b)) against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy year in which the Wrongful Act occurred.
- (b) If this policy is cancelled or not renewed by the School District and should the School District or any Assured receive within ninety (90) days after the cancellation or expiration date of this policy written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which



BOARD OF EDUCATION LIABILITY  
INCLUDING SCHOOL DISTRICT REIMBURSEMENT POLICY

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW  
(A stock insurance company, herein called the company)  
CNA Plaza/Chicago, Ill. 60685

DECLARATIONS

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
058628	970	BEL	

CONTINENTAL CASUALTY COMPANY  
 AMERICAN CASUALTY COMPANY of Reading, Pa

Item A School District (Legal Name of School District):

Mailing Address:

Item B Policy Period: 12:00 NOON STANDARD TIME  
To: AT THE MAILING ADDRESS  
STATED IN ITEM A.

This declaration page is issued in conjunction with and forms part of the Board of Education Liability including School District Reimbursement Policy

Item C Limit of Liability: \$ Maximum annual aggregate

Item D Retention: \$ Each loss

Item E Premium: \$

Item F Designee of School District to report claims as provided in Paragraph VII(c):

Item G Notice of claim (Paragraph VII) to the Insurer shall be given to:

Item H Coverage Form – Only the Plan checked "X" applies:

Plan A – Broad Form  Plan B - Limited Form

Plan C – Scheduled Form covering the following positions:

Item I This policy does not provide coverage for the following person(s): (Absence of entry means no exception)

Item J Form numbers of endorsements attached at issuance:

G-45005-A

Countersigned by \_\_\_\_\_  
Authorized Agent

SPECIMEN



**BOARD OF EDUCATION LIABILITY INCLUDING  
SCHOOL DISTRICT REIMBURSEMENT POLICY  
LIBERALIZATION ENDORSEMENT**

IN CONSIDERATION of the premium charged, it is agreed that the policy to which this endorsement forms a part of is amended as follows:

**Paragraph I - Insuring Clause**

(c) is hereby added

"(c) With the School District that if during the policy period any claim or claims are made against it as a result of any Wrongful Act occurring during the policy period, the Insurer will pay on behalf of, in accordance with the terms of this policy, all loss which the School District shall become legally obligated to pay."

**Paragraph II - Extensions**

(b) is hereby deleted and the following substituted therefor:

"(b) If the Insurer cancels or refuses to renew this policy, the School District shall have the right, upon payment of an additional 25% of the three (3) year premium for this policy, to extend the policy period for an additional twelve (12) month period, but only as respects Wrongful Acts taking place prior to the date of cancellation or expiration of the policy. The Insurer shall be notified of the School District's election to purchase this extension of coverage within ten (10) days after the date of cancellation or expiration of this policy, but the twelve (12) month period shall begin on the date of cancellation or expiration and not on the date of notification."

**Paragraph III - Definitions**

(a) is hereby deleted and the following substituted therefor:

"(a) The term "School District" shall mean the School District shown in Item A of the Declarations as legally constituted at inception of this policy and its Governing Board."

(d) is hereby deleted and the following substituted therefor:

"(d) Loss shall mean any amount which the Assured or School District are legally obligated to pay, including, but not limited to, any amounts which the School District may be required or permitted to pay as indemnity to an Assured, for a claim or claims made against an Assured for a Wrongful Act and shall include but not be limited to damages, judgments, settlements and costs, cost of investigation and defense of legal actions (excluding from such costs of investigation and defenses, salaries of officers or employees of the School District or any other governmental body) claims or proceedings and appeals therefrom, costs of attachment or similar bonds, provided always, however, such subject of loss shall not include fines imposed by the law, or matters which shall be deemed uninsurable under the law pursuant to which this policy shall be construed."

**Paragraph IV - Exclusions**

(b) is hereby deleted and the following substituted therefor:

"(b) The Insurer shall not be liable to make any payment for loss in connection with any claim against the Assureds, and/or the School District."

Sub-paragraphs (1), (2), (3), (4) and (5) are to remain as written and the following sub-paragraph (6) is hereby added:

"(6) For any amounts due, under the terms of any contractual obligation; however, except with respect to construction or demolition contracts this exclusion shall not apply to fees, costs and expenses of the investigation, defense or appeal of any claim or suit or arbitration or administrative proceedings resulting from failure to perform or breach of any contract."

**Paragraph V - Limits of Liability**

(b) is hereby deleted and the following substituted therefor:

"(b) Subject to the foregoing, the Insurer's liability for any loss shall be the amount as shown under Item C of the Declarations for Sections 1(a), (b) and (c) of the Insuring Clause, and shall be maximum liability of the Insurer in each policy year and in no event shall the Insurer's total limit of liability in any one policy year exceed the maximum annual aggregate stated in Item C of the Declarations."

**Paragraph VI - Costs, Charges and Expenses**

(a) and (b) are hereby deleted and the following substituted therefor:

"(a) The Assureds and/or the School District shall select and retain legal counsel to represent them in the defense and appeal of any claim, suit, action or proceeding covered under this policy, but no fees, costs or expenses shall be incurred or settlements made, without the Insurer's consent, such consent not to be unreasonably withheld."

"(b) The Insurer may at its option and upon request, advance on behalf of an Assured, and/or the School District fees, costs and expenses which have been incurred in connection with claims made against an Assured, prior to disposition of such claims, provided always that, in the event it is finally established the Insurer has no liability hereunder, each agrees to repay to the Insurer, upon demand, all monies advanced on their behalf pursuant to this provision."

Paragraph VII - Notice of Claim

(a) is hereby deleted and the following substituted therefor:

"(a) If the School District or any Assureds shall receive written or oral notice from any party that it is the intention of such party to hold the Assureds responsible for a Wrongful Act which occurred during the policy period, they shall give written notice within one year to the Insurer of the receipt of such written or oral notice, then any claim made within the space of three years following the termination of this policy (or of the expiration of extended discovery period under Section II(b) against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy year in which the Wrongful Act occurred."

Paragraph VIII - General Conditions:

(a) is hereby deleted and the following substituted therefor:

"(a) Warranty and Severability Clause:

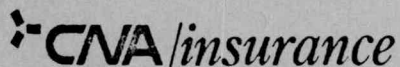
It is warranted that the particulars and statements contained in the written proposal, copy of which is attached hereto, and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. As respects the particulars and statements contained in the written proposal and the Exclusions set forth herein, this policy shall be construed as a separate agreement with each Assured and the School District. Nothing in this paragraph shall be construed to increase the Insurer's maximum liability as set forth in Section V of this policy."

All other conditions are to remain as written except as specifically changed, amended or added herein.

This endorsement forms a part of and is for attachment to the following described policy issued by the CNA/INSURANCE company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT





### COLLEGE OR UNIVERSITY AMENDATORY ENDORSEMENT

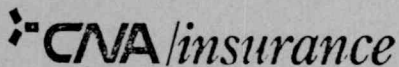
It is agreed that the policy is amended as follows:

1. The words "School District" wherever they appear are amended to read "College or University";
2. The words "Board of Education, Trustees or School Directors of the School District" are amended to read "Board of Regents, Board of Trustees or Board of Governors of the College or University";
3. IN CONSIDERATION of the premium for which this policy is written, it is agreed that such insurance as is afforded by this policy does not apply to loss arising out of any claim made against any Assureds, or the College or University, or any of them, based on or attributable to the rendering or failure to render any opinion, treatment, consultation or service if such opinion, treatment, consultation or service was rendered or failed to have been rendered while any person was (a) engaged in any activity for which such person received compensation from any source other than the College or University named in Item A of the Declarations or (b) gratuitously engaged other than by specific direction of the College or University named in Item A of the Declarations.

This endorsement forms a part of and is for attachment to the following described policy issued by the CNA/INSURANCE company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT



Countersigned by \_\_\_\_\_  
Authorized Agent

Amendatory Endorsement  
G-45009 B

PRIOR WRONGFUL ACT ENDORSEMENT

IN CONSIDERATION of the additional premium at which this Policy is issued it is understood and agreed that this Policy is extended to provide coverage for Wrongful Acts which occurred prior to the inception date of the Policy provided always however that if during this Policy Period:

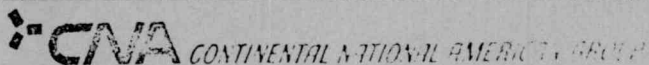
- (1) The School District or the Assureds, or any of them, shall receive written or oral notice from any party that it is the intention of such party to hold the School District or the Assureds, or any of them, responsible for a Wrongful Act; or
- (2) The School District or the Assureds, or any of them, shall become aware of any occurrence which may subsequently give rise to a claim made against the School District or the Assureds, or any of them, for a Wrongful Act;

and shall in either case during the Policy Period give immediate written notice to the Insurer of the receipt of such written or oral notice under Clause (1) or of such occurrence under Clause (2), then any claim which may subsequently be made against the School District or the Assureds, or any of them, within the space of twelve months following expiration of this Policy shall, for the purpose of this Policy be treated as a claim made during this Policy Period.

The coverage afforded by this endorsement shall not apply to any claim, suit, action or proceeding pending at the effective date of this endorsement or to any Wrongful Act if, at the inception date of this endorsement, the School District or an Assured could reasonably have expected that a claim, suit, action or proceeding would result therefrom.

This endorsement forms a part of and is for attachment to the following described policy issued by the CONTINENTAL NATIONAL AMERICAN GROUP company designated therein, to be effective on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>		<i>This endorsement is for attachment to a policy issued by the Insurer with the Policy It is Not to be Detached from the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT



Countersigned by \_\_\_\_\_  
Licensed Resident Agent



occurred during the policy period, they shall give immediate written notice to the Insurer of the receipt of such written or oral notice, then any claim made, within the space of twelve (12) months following the cancellation or expiration of this insurance against the Assureds arising out of such Wrongful Act shall, for the purpose of this policy, be treated as a claim made during the policy period in which the Wrongful Act occurred.

- (c) The School District, or the Assureds shall, as a condition precedent to their rights under this policy, give the Insurer notice in writing of any claim made and shall give the Insurer such information and cooperation as it may reasonably require.
- (d) For the purpose of the above clauses, notice to the designee named under Item F of the Declarations shall constitute notice to the School District or to the Assureds.
- (e) In the event of any claim occurring hereunder, notice to the Insurer shall be given to the person or firm(s) shown under Item G of the Declarations. Notice shall be deemed to be received if sent by prepaid mail properly addressed.

#### VIII. General Conditions:

##### (a) Warranty and Severability Clause:

It is warranted that the particulars and statements contained in the written proposal, copy of which is attached hereto, and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. As respects the particulars and statements contained in the written proposal and the Exclusions set forth herein, this policy shall be construed as a separate agreement with each Assured. Nothing in this paragraph shall be construed to increase the Insurer's maximum liability as set forth in Section V of this policy.

##### (b) Cancellation Clause:

This policy may be cancelled by the School District at any time by written notice or by surrender of this policy. This policy may also be cancelled by or on behalf of the Insurer by delivery to the School District or by mailing to the School District, by registered, certified or other first class mail, at the School District's address shown in this policy, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall become effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If this policy shall be cancelled by the School District the Insurer shall retain the customary short rate proportion of the premium hereon. If this policy shall be cancelled by or on behalf of the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the

Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation by such law.

##### (c) Subrogation Clause:

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery therefore, and Assureds or the School District shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the Assureds.

##### (d) School District Authorization Clause:

By acceptance of this policy, the School District named in Item A of the Declarations agrees to act on behalf of all Assureds with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy; and the Assureds agree that the School District shall act on their behalf.

##### (e) Conformity Clause:

Terms of this policy which are in conflict with the statutes of those states wherein certain provisions and coverages included under this policy are not permitted are hereby amended to cover only these provisions and coverages as apply and conform to such statutes.

##### (f) Action Against Insurer:

No action shall lie against the Insurer, unless as a condition precedent thereto, the Assureds and the School District shall have fully complied with all terms of this policy. In the event of the bankruptcy or insolvency of the Assureds, the Insurer shall not be relieved of payment hereunder as would have been payable but for such bankruptcy or insolvency.

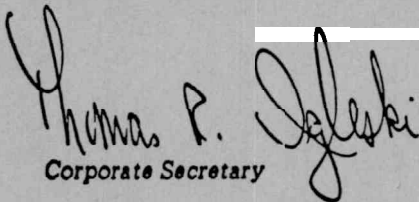
##### (g) Changes:

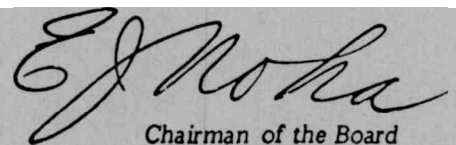
Notice to any agent of knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy/nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

##### (h) Assignment:

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon.

IN WITNESS WHEREOF, the Insurer designated on the declarations page has caused this policy to be signed by its Chairman of the Board and Corporate Secretary, at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned on the declarations page by a duly authorized agent of the Insurer.

  
Corporate Secretary

  
Chairman of the Board

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)**

This endorsement modifies the provisions of this policy

It is agreed that:

I. This policy does not apply:

A. to loss

- (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. to loss resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the loss arises out of the furnishing by an assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to loss to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"insured" means the School District and shall also mean the Assureds;

"loss" includes all forms of radioactive contamination of property.



COMMITTEE OF THE WHOLE - EXECUTIVE SESSION  
[Pursuant to Vernon's Texas Civil Statutes  
Article 6252-17, Sections 2(e), (f) and (g)]

Date: December 12, 1975

Time: Following the Meeting of the Committee of the Whole -  
Open Session

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

	<u>Page</u>
1. Acquisition of Real Property	2
2. Pending and Contemplated Litigation	2
3. Personnel Matters	2





(Continued)  
MEETING OF THE BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM

Date: December 12, 1975

Time: Following the Executive Session of the Committee of the Whole

Place: Consulate  
Houston Oaks Hotel  
Houston, Texas

A. ...

B. ...

C. ...

D. RECONVENE

E. REPORTS OF COMMITTEES

1. System Administration Committee by Committee Chairman Williams
2. Academic and Developmental Affairs Committee by Committee Chairman (Mrs.) Johnson
3. Buildings and Grounds Committee by Committee Chairman Bauerle
4. Medical Affairs Committee by Committee Chairman Nelson
5. Land and Investment Committee by Committee Chairman Clark

F. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

G. REPORTS OF SPECIAL COMMITTEE

Special Committee to Study Housing at U. T.  
Permian Basin (Report and Recommendation)

H. REPORT OF COMMITTEE OF THE WHOLE - OPEN SESSION

I. CONSIDERATION OF ITEMS REFERRED TO EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --The Board of Regents discussed in Executive Session of the Committee of the Whole pursuant to V. T. C. S., Article 6252-17, Section 2(e), (f) and (g):

1. Acquisition of Real Property

2. Pending and Contemplated Litigation

3. Personnel Matters

J. ADJOURNMENT

REPORT OF COMMITTEE TO STUDY HOUSING AT U. T. PERMIAN BASIN. --Regent Clark, Chairman of the Special Committee to Study Housing at The University of Texas of the Permian Basin presents the following report of the Committee:

BACKGROUND INFORMATION

After some three months of work by The University of Texas of the Permian Basin and System Administration, a report was made by the Special Committee on Housing at The University of Texas of the Permian Basin. The report resulted in action of the Board of Regents at the June 5, 1975 meeting requesting The University of Texas of the Permian Basin and System Administration to actively solicit and develop student housing proposals for consideration of the Regents' Special Committee on Housing.

On August 7, 1975, several proposals were reviewed by the committee; including mobile homes rental, lease arrangements with outside agencies for The University of Texas to lease facilities built by these agencies, and The University of Texas building permanent housing and issue Revenue Bonds to finance. Also considered was the possibility of getting builders to assign some new apartments under construction for use by The University of Texas of the Permian Basin.

Guarantees of financing, rental, or funding were required in all instances and the source of available funds did not seem adequate to insure the financing of student housing as *seriously needed*.

CURRENT INFORMATION

Dr. Cardozier and his staff have continued to investigate and promote the idea of student housing. Additional proposals have been solicited and include lease arrangements with owner built or owner furnished facilities that are of the prefabricated variety. Proposals include:

- (1) Mobile Homes
- (2) Modular Homes
- (3) Duplexes
- (4) Eightplexes

Rental rates are indicated to be:

- (1) \$173.00 per month - three year rental for Mobile Homes
- (2) \$193.00 per month - 15 year lease for Modular Homes
- (3) \$221.00 per month - 15 year lease for Duplexes
- (4) \$221.00 per month - 15 year lease for Eightplexes

Approximately \$200,000 as initial University expense will be required for site development for any of these proposed lease arrangements. (All figures based on 100 units providing for a minimum of 200 students and some plans might accommodate as many as 300 students.)

The guarantee of monthly rental to the builder is required, and no additional funds are available to provide the guarantee from sources other than student rentals.

*There is a \$95,000) 400 ✓*

## GENERAL COMMENTS

(1) It is impossible to predict how long the present boom in the Odessa area will last due to lack of information with respect to controls, oil and gas prices, and conservation of oil and gas.

(2) Builders in the area are not planning to over build or to meet the Chamber of Commerce prediction of housing needs.

(3) Enrollment at The University of Texas of the Permian Basin will not increase substantially without student housing availability.

(4) There is no reliable way to estimate how many students would come to The University of Texas of the Permian Basin if housing was available.

(5) Any type of housing built by an outsider on leased land from the University will require a commitment of either a fixed monthly sum payment or a guarantee of some percentage of occupancy (probably 80% to 90%).

(6) If University bonds are issued to finance student housing, they would have to be of the revenue type. There is no other source of funds except rentals to meet the bond service requirements.

(7) Cash, firm commitment to pay, or revenue bonds are requirements if student housing is to be built by the University or by an outside agency. A month-to-month rental basis of mobile homes is the arrangement that will permit a termination of University commitment on a short term basis.

(8) Student housing is needed since it is not available in the community *or ...*

(9) Enrollment growth is needed to insure adequate state funding for the operation of the school since in 1977-79 formula financing will be in effect.

## CONCLUSION

The best evidence at this time is that enrollment will not substantially increase if student housing is not available.

## RECOMMENDATION

(1) Authorize The University of Texas of the Permian Basin and System Administration to negotiate a lease for mobile homes to be available for the fall of 1976 and to provide the necessary site development, including utilities; and

(2) Authorize The University of Texas of the Permian Basin and System Administration to proceed with a study of building and financing by Revenue Bond-Issue some 300 to 400 student spaces.